



**NOIDA METRO RAIL
CORPORATION LIMITED**

**REQUEST FOR PROPOSAL
(RFP)**

E tender No. NMRC/SIGNALLING/2024/353

“AMC of Signalling System at Noida-Greater Noida Metro Aqua Line”

December 2024

Issued by:

**Noida Metro Rail Corporation Limited Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida-201301, District Gautam Buddha Nagar,
Uttar Pradesh, India**

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Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “**AMC of Signalling System at Noida-Greater Noida Metro Aqua Line**” contains brief information about the scope of work and selection process for the Bidder (“the contractor” or “the Contractor” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

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Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the selected bidder.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Bidder” or “Tenderer”** means Sole proprietorship, registered partnership firm, public limited company or private limited company and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- f) **“Commencement Date”** means the date of commencement of Contract Agreement as mentioned in NOA
- g) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- h) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement.
- i) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation”)
- j) **“Party”** means Contractor or Corporation (together they are called **“Parties”**)
- k) **“Performance Bank Guarantee/ Security Deposit”** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement
- l) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- m) **“Re. or Rs. or INR”** means Indian Rupee.
- n) **“Revenue Operations Date (ROD)”** means the date of operation of metro
- o) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed there to herein above.

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Data Sheet

Noida Metro Rail Corporation Limited invites Single e-tender from authorized representative of Original Equipment Manufacturer i.e. **M/s Hitachi Rail STS India Pvt. Limited** for the work “**AMC of Signalling System at Noida-Greater Noida Metro Aqua Line for a period of 5 years**”

1.	Name of the Bid	AMC of Signalling System at Noida-Greater Noida Metro Aqua Line
2.	Approximate Cost of Work	INR 16,65,77,465/- (including GST)
3.	Time-period of contract	60 Months
4.	Method of selection	Single e-tender
5.	Bid Processing Fee	INR 23600/- (including GST) (Rupees Twenty Three Thousand Six Hundred only) through RTGS /NEFT only payable in favor of Noida Metro Rail Corporation Limited
6.	Earnest Money Deposit (EMD)	INR 16,65,775 /-
7.	Financial Bid to be submitted together with Technical Bid	Yes (Single Packet System)
8.	Name of the Corporation's official for addressing queries and clarifications	General Manager/Project, Noida Metro Rail Corporation Limited, Block III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrctsignaling@gmail.com Website: www.nmrcnoida.com , http://etender.up.nic.in
9.	Bid Validity Period	180 days
10.	Bid Language	English
11.	Bid Currency	INR
12.	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Bid	19/12/2024
	Pre-bid Meeting	26/12/2024 11:00 hrs (IST)

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	Last date of receipt of Pre-bid queries	27/12/2024
	Last Date and time of Bid Submission	20/01/2025 15:00 hrs (IST)
	Date and time of Bid Opening	20/01/2025 15:30 hrs (IST)
13.	JV/Consortium to be allowed	No
14.	Account details	For Bid processing fee and EMD State Bank of India (04077) – Sector 18, Noida, Gautam Buddha Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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Section 1: General Information

1.1 Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create and maintain an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is already in operation for providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- d. NMRC invites Single tender from authorized representative of Original Equipment Manufacturer i.e. **M/s Hitachi Rail STS India Pvt. limited** for the work “**AMC of Signalling System at Noida-Greater Noida Metro Aqua Line for a period of 5 years**”.
- e. In this regard, the Corporation now invites the Bidder to submit their proposals as per provisions of this Request for Proposal Document.
- f. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

1.2 About Locations

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida.

1.3 Communication

All communications should be addressed to:

General Manager/Project,
Noida Metro Rail Corporation Limited,
Block III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcsignaling@gmail.com

Section 2: Terms of Reference

2.1 Tenure

The term shall be up to Five (05) Years from contract signing unless otherwise terminated by the Parties in accordance with the terms. AMC contract shall be awarded for Five (05) Years. 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.

2.2 General

- 2.2.1** Annual Maintenance of Signalling and Train Control System installed at 21 Elevated Stations, depot and in trains shall be done in accordance with the Employer's requirements and the other requirements of the Contract.
- 2.2.2** The contractor shall provide an AMC Management plan including sub-system wise maintenance checklists, escalation matrix, CVs and contact details of onsite and backend support. The Contractor shall submit a list of its sub-system experts including their resumes/CVs to Employer for approval specifying their professional qualifications and requisite experience in the technical domain concerned at the commencement of the work. Also, any changes in the technical team shall have to be informed to Employer for approval.
- 2.2.3** The Maintenance team should be well equipped with requisite tools, personal protective equipment, testing instruments and all other miscellaneous materials to troubleshoot the defective equipment and check the functionality & performance of the equipment. In case of requirement, Employer shall share the available specialized tools.
- 2.2.4** The documentation of the maintenance done by Sub-system experts shall be maintained by the contractor meticulously and shall be submitted to the employer for audit as and when demanded.
- 2.2.5** Routine/Preventive maintenance shall be carried out by Employer's team periodically as per the checklist of each sub system and Contractor shall guide & supervise the maintenance activity at regular interval to ensure correctness.
- 2.2.6** The contractor shall attend a monthly meeting with the employer or as required and submit the report of the maintenance carried out on a monthly basis covering all the maintenance performed, failures observed and rectified during this period. The contractor shall also attend a meeting with the employer whenever told by the employer to discuss any major failure.
- 2.2.7** The contractor must submit an OEM support certificate from Belden (OEM of DCS system).
- 2.2.8** The contractor must submit the following documents along with invoices: -
- I. Attendance record of on-site staff.
 - II. Month wise work/activities and all checklist verified by NMRC representative.
 - III. Compilation of all Root Cause Analysis (RCA) reports.
 - IV. Details of Technical Audit performed in a quarter and plan for next quarter.
 - V. Anticipated Spare requirement for the next two years if required.
 - VI. GST declaration on desired format of Noida Metro Rail Corporation Limited.

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- VII. Details of supervision of maintenance performed by contractor.
- VIII. Any other item as required by the Employer for payment purposes.

2.3 Scope of Work

- (i) The work corresponding to Failure diagnosis and technical support is to be carried out corresponding to the Signaling and train control (IXL/DCS/CBTC/ATS and FOTS subsystems installed at the mainline stations (21 stations) and Depot/OCC of the NMRC Aqua line for a period of 05 years.
- (ii) The work is to be carried out by the concerned contractor for a period of 5 years from the date of issue of the LOA (Letter of Acceptance) by Employer in order to increase the operational life of the Signalling system installed at these stations and depot/OCC.
- (iii) 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.
- (iv) A brief description of the activities to be executed under this work includes

2.3.1 ACTIVITY1- Technical Expertise/Support

- 2.3.1.1** The Contractor shall deploy 1 on-site expert man-power for each system (IXL, CBTC, DCS, ATS & FOTS) and provide continuous technical support & expertise through its team of system experts on various aspects of the system functionality corresponding to the Signalling system. Belden technical support is covered under AMC. Contractor will ensure/coordinate the timely availability of belden support as and when required. The Contractor shall ensure that as a result of the technical knowledge/expertise, failures corresponding to Signalling System should be reduced.
- 2.3.1.2** 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.
- 2.3.1.3** The contractor shall ensure support round the clock for troubleshooting any Signaling failure. The responsibilities include:
 - I. Help Employer's team in attending Signaling failures and coordinate with the contractor's remote team/expert team when required.
 - II. Visit the site for any failure that is not getting rectified and supervise corrective maintenance.
 - III. The System expert shall carry out system check at least once a week or 4 times a month for each of the 5 sub-systems as per the checklist.
 - IV. Each system expert shall perform at least 4 nights in a month to provide support and supervise maintenance activities, and system checks.
 - V. Contractor staff will assist in any joint inspection required by employer.

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- VI. System experts will conduct the mock drills for all the 5 sub systems in each quarter separately. System experts will submit the plan related to mock drills at the start of each quarter, which will be reviewed by the employer. System experts will compile a comprehensive report summarizing drill outcomes, findings and improvement points.
- 2.3.1.4** 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.
- 2.3.1.5** 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.
- 2.3.1.6** Each sub-system expert can avail one weekly rest and a maximum of 27 days of leave/absence including medical leaves in a calendar year. For any continuous absence due to any reason whatsoever for more than 15 days, a replacement shall be provided. However, during leave/rest backend support shall be provided by the contractor 24x7, in case of breakdown or emergency requirements.

2.3.2 ACTIVITY 2 – Detailed failure analysis

- 2.3.2.1** The Contractor shall be responsible for ensuring an in-depth analysis of all failures that occur corresponding to Signalling system.
- 2.3.2.2** Although all Signalling failures occurring during revenue hours, shall be attended & rectified immediately by Employer's team itself. However, a preliminary Failure Analysis report corresponding to every failure of the Signalling system, shall be submitted by the contractor to Employer within 48 hours of the occurrence of the failure. Root Cause Analysis report & mitigation strategy to ensure that such failures do not repeat, shall be submitted by the Contractor within one month of the failure, subject to acceptance by the Employer.

2.3.3 ACTIVITY 3– Failure Diagnosis & Technical Audit

- 2.3.3.1** The Contractor shall carry out the detailed diagnosis of failures related to Signalling equipment through different troubleshooting techniques and through the CBTC simulator lab so that the predictability of failures related to that equipment can be ascertained and suitable corrective measures from the Indoor/outdoor level can be taken before the occurrence of the failures.
- 2.3.3.2** System experts shall carry out quarterly audit of maintenance carried out by Employer's team and submit audit report.
- 2.3.3.3** The Contractor may also access the CBTC simulator lab for carrying out failure diagnosis and hardware testing.

2.3.4 ACTIVITY 4– Spare Planning & Procurement

The contractor shall provide assistance/guidance in spare planning and procurement. The contractor shall also provide a spares parts catalogue with price, validity period, specifications, service life, contractor details etc of all spare parts.

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2.3.5 ACTIVITY 5 – Cleaning of SER/TER/CER cubicles

The Contractor shall be responsible for the supervision of thorough cleaning of all the subsystem cubicles (including cards/modules) covered in the scope of this proposal. A joint quarterly audit shall be planned by the NMRC representative and contractor staff to assess and determine the cleaning prerequisites.

2.3.6 Tools & Plants:

All the general tools required for proper maintenance and repair/breakdown etc., shall be arranged by the contractor at his own cost and issued to the staff deployed by him for the proposed work. In case of requirements, Employer may share the available specialized tools.

2.3.7 Documentation:

The contractor shall maintain the following records as a hard copies and in agreed digital forms.

- a) Preventive maintenance schedule and status.
- b) Record of Tools available with contractor.
- c) Record of Corrective Maintenance.
- d) Record of daily failure reports and preliminary/root cause analysis.
- e) Records of Manpower roster & attendance of contractor staff.

2.3.8 Communication and Reporting:

2.3.8.1 Fault management controller (FMC)/Signalling system controller (SSC) shall be the primary nodal point of contact for the contractor's employees related to all maintenance activities of the Signalling and Train Control system.

2.3.8.2 The contractor's system expert (respective supervisors) shall report to FMC/SSC with the details of work done, details related to pending activities for the day against planned/ scheduled/ preventive/corrective maintenance and alternate plans for completing the pending activities. The System expert shall be available on Call and through mail round the clock. Prior intimation and suitable replacement are required for the temporary absence of the Manager.

2.3.9 Transportation

The contractor shall arrange for the transport of System experts on a daily basis for reporting to their place of work. Employer shall provide transportation facilities to Contractor's engineers within the depot and station to station or any other site location as required. During odd hours /emergency/failure situations Employer may arrange pick & drop of the Contractor's engineer/s from nearby Contractor's site house (site house should be within 5 Km of depot).

2.3.10 Escalation Charges:

The rates quoted shall remain unchanged during the currency of the maintenance contract period and no escalation shall be asked during the contract period.

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2.3.11 Confidentiality

The contractor/firm must ensure confidentiality regarding the handling of all information obtained within the control room, whether video tapes, snapshots, written, verbal or other sensitive materials held within the NMRC Aqua line premises. The Contractor/firm shall ensure all storage devices and apparatus be virus free. Renting, lending and copying software /hardware products pertains to Noida-Greater Noida line are prohibited.

2.3.12 Do's and Don'ts for contractor Staff

2.3.12.1 DO's

1. In case of fire/ anything unusual on electric traction equipment or wires, inform the respective Engineer-in-charge.
2. Extinguish fire with special extinguishers (carbon tetrachloride or carbon dioxide type), If available.
3. Ensure no water jet is directed at the fire under any circumstances.
4. Before taking up the work on a line running parallel to 25 KV AC lines, the line shall be earthed on both sides. Ensure that the distance between the two earths used for protection does not exceed 1km.
5. Keep clear of the track and avoid contact with the rails when the electric train is within 250m.
6. Special care should be taken to carry long pipes, poles or ladders so that they should not come in contact with or within 2 meters of live OHE.
7. Cleaning work other than that of the surface (i.e., of beams, pillars etc.) should be done during the block period only.
8. Whenever washing or cleaning using water jets is done, take the appropriate power block.
9. Cases of electric shock arising out of contact with 25KV AC traction equipment shall be reported immediately to TPC.

2.3.12.2 DON'Ts

1. Do not approach within 2 meters of any traction wires or live equipment.
2. Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/permits to work obtained.
3. Do not enter any switching station or remote-control center unless specially permitted.
4. Do not touch a person in contact with live traction wires. Remove the body only after the power supply is switched off & earthed.
5. Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
6. Cleaning work with conducting materials like Aluminum/ Steel rods should be avoided at all times when a power block is not availed.
7. Do not lift or raise your tools towards traction wires.
8. Do not damage the plinth continuity, connection to BEC, OPC and handrail

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continuity.

9. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified areas.
10. Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down in the shock treatment charts.
11. Metallic telescopic rods are prohibited for use in the NMRC Aqua line stations.
12. Do not throw garbage in haste. Dispose of it properly at a designated place.
13. Contractor has to submit an undertaking in specified performa w.r.t. Does & Don'ts related to the danger of work in the vicinity of 25KV traction.

2.3.13 SAFETY

Contractor shall adopt the necessary safety procedures to avoid any type of accidents to Employer's personnel / any other personnel and damages to Employer's assets.

2.3.14 ACCIDENTS:

2.3.14.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.

2.3.14.2 If any accident occurs within the station and associated work area are due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.

2.3.15 Manpower Minimum Qualification Criteria (System Expert details)_

S. No.	Designation	Minimum Academic Qualification	Minimum Experience
1	CBTC System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science Engineering from a recognized University or equivalent.	Post qualification experience of at least 05 Years in the CBTC (ATC) system in Metro / Railways Signalling.
2	DCS System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science Engineering from a recognized University or equivalent.	Post qualification experience of at least 07 Years in wireless communication in Metro / Railways System.
3	ATS System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science Engineering from a recognized University or equivalent.	Post qualification experience of at least 07 Years in ATS in Metro / Railways Signalling.
4	IXL System Expert	Degree OR Diploma in Electrical / Electronics /	Post qualification experience of at least 07 Years in IXL

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		Computer Science Engineering from a recognized University or equivalent.	system in Metro / Railways Signalling.
5	FOTS System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science Engineering from a recognized University or equivalent.	Post qualification experience of at least 07 Years in FOTS in Metro / Railways system.

2.3.16 Checklists to be followed by the contractor

IXL Maintenance Profile

Date	Location
Quantum of Equipment	:MLK system, AC-DC converter, IXL workstation.
Quantum of Preventive Maintenance Visit	:Weekly observation.
Quantum of Corrective Maintenance Visit	:On call request whenever required.
Quantum of Responsibility	:Expert level as defined below
Preventative Maintenance Document	:IXL equipment observation checklist attached.

Expert Responsibilities

1. Ensure to follow the proper checklist and troubleshoot documents of IXL during maintenance and troubleshooting.
2. Ensure to follow proper safety precautions in respective working zone during maintenance and troubleshooting.
3. Ensure proper cleaning of IXL equipment's.
4. Ensure to comply the safety (running train movements) checks after completing the maintenance or troubleshooting.
5. Ensure to review the IXL logs monthly during periodic schedule or immediately during the failure.
6. Review the IXL logs, observe the errors and apply needful corrective action to restore the issues.
7. Ensure proper configuration of communication board while uploading the application program.
8. Ensure to changeover the IXL system on periodic schedule, and ensure healthiness of IXL power supply and all visual indications.
9. Extend support to IXL_NMRC team and other cross function coordination too as and when required.

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Inspection Checklist- IXL

Station		DD-MM-YYYY		HH: MM									
Note: indicate ✓ or ✗ NA in appropriate field. *Write ON/OFF in C1 and C2 row													
S. No.	Check Points	MLK No.											
		MLK-A		MLK-B		MLK-C		MLK-D		MLK-E		MLK-F	
A	CPUPCB	N	R	N	R	N	R	N	R	N	R	N	R
A1	CPU version display is working fine.												
A2	A, B, C, D & E LED to be OFF.												
A3	1 (for Depot & ML) LED to be lit in red color.												
A4	2, 3, 4, 5, 6, 7 & 8 LED to be OFF.												
A5	“ONLINE” LED to be lit in green color.												
A6	“VPP” LED to be turn off.												
A7	“Reset” LED to be turn off.												
B	Power Supply Card	MLK-A		MLK-B		MLK-C		MLK-D		MLK-E		MLK-F	
		N	R	N	R	N	R	N	R	N	R	N	R
B1	‘5VON’ green LED to be lit												
B2	‘VCOR’ green LED to be lit												
C	Sync PCB	MLK-A		MLK-B		MLK-C		MLK-D		MLK-E		MLK-F	
		N	R	N	R	N	R	N	R	N	R	N	R
C1	Status of unit On-Line ‘Self’ red LED												

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	*(ON/OFF)																
C2	Status of unit On-Line 'Partner' red LED*(ON/OFF)																
C3	Partner VCOR UP red LED to be lit.																
C4	Partner VCOR Down LED to be OFF.																
C5	Quarantine 'Yes' LED to be OFF.																
C6	Quarantine 'No' green LED to be lit.																
C7	Quarantine 'Toggles witch' to be 'NO' side.																
C8	Sync 'self' red LED to be lit.																
C9	Sync 'Partner' red LED to be lit.																
C10	'ETH-1'green LED to be flashing.																
C11	'Reset' green LED to be OFF.																
C12	'A'B& 'C' green LED to be flashing.																
C13	'ETH-2' green LED to be OFF.																
D	ECB(Ethernet Comm PCB)	MLK-A		MLK-B		MLK-C		MLK-D		MLK-E		MLK-F					
		N	R	N	R	N	R	N	R	N	R	N	R				
D1	'ETH-1'green LED to be flashing.																
D2	'Reset' green LED to be OFF.																
D3	'A'B& 'C' green LED to be flashing.																

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D4	'ETH-2' green LED to be flashing.													
Any Observation:-														
Maintainer Name & Sig.			Supervisor Name & Sig.					Counter Sig.						

FOTS Maintenance Profile

Date	Location
------	----------

Quantum of Equipment	:NMS and Switches.
Quantum of Preventive Maintenance Visit	:Weekly observation.
Quantum of Corrective Maintenance Visit	:On call request whenever required.
Quantum of Responsibility	:Expert level as defined below.
Preventative Maintenance Document	:FOTS equipment observation checklist attached.

Expert Responsibilities

1. Ensure to follow proper documents / checklist of respective maintenance and troubleshooting.
2. Ensure to follow proper safety precautions in respective working zone during maintenance and troubleshooting.
3. Ensure proper cleaning of all FOTS switches and equipment's.
4. Ensure to make healthy connections of all power supply equipment's, connector and communication cables.
5. Ensure to collect all the logs (NMS and Switches) related to FOTS equipment's whenever investigation required.
6. Observe the FOTS alarm of warning or errors and extend support for needful action to restore the issues.
7. Ensure to follow the proper procedure of data upload and verify the same at various level.
8. Ensure to verify the recorded IP plan and NMS views and ensure proper pinging of IP's if observe any issue.
9. Extend support to FOTS NMRC team and other cross function coordination too as and when required.

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Inspection Checklist - FOTS

Station		DD-MM- YYYY		HH: MM	
Note:- indicate ✓ or ✗ NA inappropriate field.					
Sl. No.	Check Point		FOTS		
			OK/Not OK	Remark(If any)	
1	Network management work station status				
2	Check that the fan of the racks is working properly.				
3	Ensure that all the devices and cable connectors are correctly labelled.				
4	Cleaning of equipment surfaces, and ensure that racks are dust free.				
5	Ensure all the fiber & stack cable connections are properly fixed and tight on switches.				
6	Ensure all fiber port and switch's LED indications are glowing healthy.				
7	Ensure that all the uplink LED's are glowing healthy on switches.				
8	Backup the configuration of all the switches.				
9	Check that all the power supply modules for FOTS equipment are working properly.				
10	Ensure that the power supply voltages and MCBs are switched ON, and no power fluctuation on devices.				
11	All the equipment's (SFP, switch, cables, patch cord) in the FOTS rack are functional.				
Any Observation:-					
Maintainer Name & Sig.		Supervisor Name & Sig.		Counter Sig.	

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DCS Maintenance Profile

Date		Location	
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Quantum of Equipment :NMS, GRS switch, On board switch and radio, Wayside switch radio.

Quantum of Preventive Maintenance Visit :Weekly observation.

Quantum of Corrective Maintenance Visit :On call request whenever required.

Quantum of Responsibility :Expert level as defined below.

Preventative Maintenance Document :DCS equipment observation checklist attached.

Expert Responsibilities

1. Ensure to follow proper documents / checklist of respective maintenance and troubleshooting.
2. Ensure to follow proper safety precautions in respective working zone during maintenance and troubleshooting.
3. Ensure proper cleaning of all DCS equipment's.
4. Ensure to make healthy connections of all power supply equipment's, connector and communication cables.
5. Ensure to collect all the logs (NMS, GRS switch, Onboard switch, Onboard radio, Wayside switch & Wayside radio) related to DCS equipment's whenever required to investigation.
6. Review the DCS log's warning or errors and extend support for needful action to restore the issues.
7. Ensure to follow the proper procedure of data upload and verify the same at various level.
8. Ensure to verify the recorded IP plan and NMS views and ensure to proper pinging of IP's if observed any issue.
9. Extend support to DCS NMRC team and other cross function coordination too as and when required.

Inspection Checklist-DCS

Station		DD-MM-YYYY		HH: MM	
Note:- indicate ✓ or ✗ or NA in appropriate field.					
S.No.	Check Points			DCS	
A				ALPHA	BETA
A1	Network management workstation Status				

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A2	Check that the Fan of the racks are working Properly.		
A3	Ensure that all devices are correctly labeled. Replace missing or damaged labels.		
A4	Ensure that all cable connectors are labeled with their device connections. Replace missing or Damaged labels.		
A5	Clean monitors and equipment surfaces.		
A6	Ensure the racks are dust free.		
A7	Ensure all ETH cable & connectors are properly tightened on switch and Port LED should be glowing.		
A8	Ensure all fiber Port LED should be glowing on switch.		
A9	Verify operation of keyboard and mouse.		
A10	Backup the configuration of all switches and radios.		
A11	Backup alarm logs.		
A12	Cleaning and Defragment of hard drive.		
A13	Ensure the power supply voltages and MCB should be switch ON.		
A14	All equipments (SFP, switch, cables & patch cord) at the DCS rack are functional.		
A15	All indications are working properly		
Any Observation:-			
Maintainer Name &Sig.		Supervisor Name & Sig.	Counter Sig.

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ATS Maintenance Profile

Date		Location	
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Quantum of Equipment : APP Server, COM Server, NVL Server, TC1, TC2, CBI VDU, LATS, DATS, CATS.

Quantum of Preventive Maintenance Visit : Weekly observation.

Quantum of Corrective Maintenance Visit : Oncall request whenever required.

Quantum of Responsibility : Expert level as defined below

Preventative Maintenance Document : ATS equipment observation checklist attached.

Expert Responsibilities

1. Ensure to follow proper documents / checklist of respective maintenance and troubleshooting.
2. Ensure to follow proper safety precautions in respective working zone during maintenance and troubleshooting.
3. Ensure proper cleaning of Servers and Workstations.
4. Ensure healthiness of machine's power supply.
5. Ensure that ATS logs are proper downloading and investigate the ATS logs of warnings or errors as and when required or during the failure.
6. Ensure to comply the safety checks with train movements after completing the maintenance or troubleshooting.
7. Verification of configuration of servers and workstations during suggested KIT updates or re-configurations.
8. Ensure timely rebooting of machine's according to periodic schedule.
9. Extend support to NMRC_ATS team and other cross function coordination too as and when required.

Inspection Checklist - ATS

Date		Location	
Sl. No.	Inspection & Maintenance Job	Status (OK/Not OK)	Remark
1	Check APP/COM servers are in healthy running condition. Check for all relevant ATS tasks to be running.		
2	Ensure all LAN cables are securely connected and in good physical condition.		

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3	Check the CPU task percentages on all ATS machines at all locations. (Action should be taken if any task is at 100%)		
4	Check that the core*files are cleaned up from /bin/asp/folder on every ATS machine (e.g. APP server, Com server, NVLE machines & TC1, CC)		
5	Check that the ATS clock is in synchronization with the Master clock on the network.		
6	Check alarm status window and take the action if needed.		
7	Check that there are no unwanted/unnecessary files available on ATS machines. (The ATS machines are strictly intended for running ATS applications and should not be used for any other purposes.)		
8	The operation of the mouse and keyboard should be checked.		
	Name	Designation	Signature
Performed By			
Verified By			

ATS Server Verification Checklist:

Sr. No.	Location	Server Name	Host Name	Healthy status	Remarks
1	CER	Application Server Primary	Noiapp001		
2	CER	Application Server Secondary	Noiapp002		
3	CER	Communication Server Primary	Noicom001		
4	CER	Communication Server Secondary	Noicom002		
5	SER	Communication Server	Noicom101		

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		Primary			
6	SER	Communication Server Secondary	Noicom102		
7	SER	Depot Application Server Primary	Noiapp101		
8	SER	Depot Application Server Secondary	Noiapp102		
9	CER	Database Server	Noidb001		
10	DEPOT STATION	LATS ATS Control WS #1	Noinvl281		
11	DEPOT STATION	LATS ATS Control WS #2	Noinvl282		
12	SECTOR 144	LATS ATS Control WS #1	Noinvl151		
13	SECTOR 144	LATS ATS Control WS #2	Noinvl152		
14	SECTOR 51	LATS ATS Control WS #1	Noinvl011		
15	SECTOR 51	LATS ATS Control WS #2	Noinvl012		
		Name	Designation	Signature	
	Performed By				
	Verified By				

CBTC Maintenance Profile

Date		Location	
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Quantum of equipment : Carborne Controller, BTM Module, DC-DC converter, ZC, FTM, Balise.

Quantum of preventive maintenance visit : Weekly observation.

Quantum of corrective maintenance visit : On call request whenever required.

Quantum of responsibility : Expert level as defined below.

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Preventative maintenance document

: CBTC equipment observation checklist of on board ATP, Underframe ATP and ZC attached

Expert Responsibilities

1. Ensure to follow proper documents / checklist of respective maintenance and troubleshooting.
2. Ensure to follow proper safety precautions in respective working zone during maintenance and troubleshooting.
3. Ensure proper cleaning of all CBTC equipment's.
4. Ensure to make healthy connections of all power supply equipment's, connector and communication cables.
5. Ensure to download all the logs (ZC, Frontam & CC Logs) related to CBTC equipment whenever investigation required.
6. Review the CBTC log's warning and errors and extend support for needful action to restore the issues.
7. Ensure to delete unused existing logs on periodic schedule to make free space to store new logs.
8. Ensure to follow the proper procedure of data upload and verify the same at various levels.
9. Extend support to CBTC NMRC team and other cross function coordination too as and when required.

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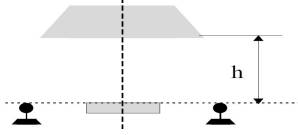
Inspection Checklist-Zone Controller

S. No.	Check Point Zone Controller	Ok / Not Ok
A1	Check that the Fan of the racks are working Properly.	
A2	Ensure the racks are dust free.	
A3	Ensure the power supply in ZC rack.	
A4	Ensure all cable & connectors are properly tight.	
A5	All indications are working properly	
A6	Check all processors are working properly	
Any Observation:-		
Maintainer Name & Sig.	Supervisor Name & Sig.	Counter Sig.

Under Frame ATP Checklist

Roof Top & Under Frame ATP Checklist							
Train Set		TS#		TS#		TS#	
Cab No.		DMC1	DMC2	DMC 1	DMC 2	DMC1	DMC2
Front & Rear BTM Antenna	Visual Inspection						
	Tightness of Bolts /connectors						
Front and Rear BTM Protection Cover & Antenna Connector assembly	Visual Inspection						
	Tightness of bolts						

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	/connectors							
Antenna / rail: Distance from the surface of rail (h) to Antenna between 197 to 257 mm 	Antenna height							
2.4GHzAntenna	Visual Inspection							
5.8GHzAntenna	Visual Inspection							
Tachometer (EOSS) and Tachometer Connector	Visual Inspection							
	Tightness of bolts / connectors							
Any Observation								
Maintainer Name & Sig.		Supervisor Name & Sig			Counter Sig.			
<u>On Board ATP Checklist</u>								
Train Set					TS#		TS#	
DATE								
Cab No.					DT 1	DT 2	DT 1	DT 2
CARD/EQUIPMENT	INDICATION/ACTIVITY	NORMAL STATUS						
ACSDVP 1,2,3,4 & 5	ACSDVPCB 1,2,3,4 & 5 (All should be lit in green)	ON						

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TOD	TOD CB	ON				
DCS SWITCH	DCS CB	ON				
FAN RACK	FANCB 1 & 2	ON				
BTM	BTM CB 1 & 2	ON				
CCTE 1,2 & 3 (Red Led)	CC BOOTUP NORMAL	Off				
M11/M21 (ES9)	KEY SWITCH (CAB ACTIVE)	ON				
M11/M21 (ES7)	TRAIN INTEGRITY	ON				
M12/22 (ES7)	ATP MODE	ON				
M12/22 (ES10)	RM MODE	ON				
M12/22 (ES13)	FWD MODE	ON				
M13/23 (ES4)	REV MODE	ON				
M13/23 (ES5)	OFF MODE	ON				
M12/22 (ES8)	ROS PUSH BUTTON (ATP MODE)	ON				
M12/22 (ES5)	SAFETY CUTOUT SWITCH	ON				
M11/M21 (ES5)	ALL DOOR CLOSED & LOCKED (ADCL)	ON				
M11/21 (E5)	EBA (EMERGENCY BRAKE APPLIED)	ON				

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M13/23 (ES6)	EBRESET (EB RESET PUSH BUTTON)	ON				
M11/21 (SS1 & S2)	ZVR (ZERO SPEED)	ON				
Accelerometer calibration Required Icon	If this Icon appeared on TOD. Follow the Manual Calibration Procedure	Visual				
Check BTM DC-DC converters.	Check for any swell or Bulge.	OK/NOT OK				
BTM MODULE	27 MHz LED	ON				
ATC-DCS LINK	Communication Icon	OK				
CBTC and VTS MODEM	POWER LED	ON				
L-3 switch	LED'S status from 1 to 9 and LED 11 and 12	ON				
Accelerometer and SSRB box	check for connectors and boxes are correctly tighten	OK				
CC connector check(J1-J7)	Visual Check	Ok/Not OK				
CC Earthing Braid	Visual Check	Connected				
TOD Auto brightness check	Put finger on TOD sensor	Change in brightness				
All screw of TOD	Visual Check	Tightened				
TOD screen cleaning	Using cotton cloth	Done				
Earthing Braid of BTM, Radio Modem and	Visual Check	Connected				

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converters						
Any Observation:-						
Maintainer Name & Sig.	Supervisor Name & Sig.		Counter Sig.			
<p>Note:- There is 4 IBL in Depot So, Maintenance staff should give request to PPIO for stabling of required train set in IBL for under frame inspection.</p>						

Section 3: Instructions to Bidders

3.1 General instructions

- a. A tenderer shall submit only one bid in the same tendering process, individually as a tenderer. A tenderer who submits or participates in more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.

3.1.1 Bid Document / Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- b. The tenderers shall have to pay cost of bid document/ Tender processing fee of as mentioned in Data Sheet through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in Data Sheet. The copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the Bid. This cost of bid document/ Tender processing fee as mentioned in Data Sheet will be non-refundable.

3.1.2 Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

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- a. Made a complete and careful examination of the e-Bid;
- b. Received all relevant information requested from NMRC;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;
- d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. Acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3 Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> or on Noida Metro website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document.

3.1.4 Clarifications of e-Bid

- a. During evaluation of e-Bid, Noida Metro Rail Corporation Limited may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing as per specified performa (Form 8) by fax and e-mail to the General Manager/Project, Noida Metro Rail Corporation Limited **only before the Last Date for receipt of Pre-Bid queries as mentioned in Data Sheet**. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: AMC for Signalling system at Noida-Greater Noida Metro Aqua Line**". The responses will be posted to all such queries on either e-procurement website or Noida Metro Rail Corporation Limited's website. Noida Metro Rail Corporation Limited reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Noida Metro Rail Corporation Limited to respond to any question or to provide any clarification.
- c. A pre-bid meeting shall be called on the date and time mentioned in **Data Sheet** at Noida Metro Rail Corporation Limited Office at Block III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301
- d. Any change corresponding to date, if any, shall be communicated to the Bidder vide Noida Metro Rail Corporation Limited/ e- Tendering website. All queries regarding pre-bid must reach Noida Metro Rail Corporation Limited on or before date mentioned in **Data Sheet**. Any query reached after date mentioned in **Data Sheet** shall not be entertained for reply.
- e. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- f. However, Noida Metro Rail Corporation Limited shall not entertain any correspondence from the Bidders during the period of e- Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt under Fraud and Corrupt Practices.

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- g. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- h. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- i. It is the sole responsibility of the bidders to regularly visit both the websites e-procurement website <http://etender.up.nic.in> and Noida Metro Rail Corporation Limited's website www.nmrcnoida.com for all the latest information/updates.

3.1.5 Amendment of e-Bid Document

- a) At any time prior to the deadline for submission of e-Bid, Noida Metro Rail Corporation Limited may, for any reason, whether sue moto or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or Noida Metro Rail Corporation Limited's website www.nmrcnoida.com. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- b) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c) In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, Noida Metro Rail Corporation Limited, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or Noida Metro Rail Corporation Limited's website www.nmrcnoida.com.

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent documents constituting the e-Bid.

3.2.2 Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a. **Technical e-Bid**- Technical e-Bid will comprise of-
 - i. **Fee details** - Details of Bid processing fee and prescribed EMD
 - ii. **Technical evaluation** - Details of all documents needed for Technical evaluation

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as mentioned in this RFP.

b. Financial e-Bid -

Price bid – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (<http://etender.up.nic.in>). There shall be a single financial quote for the package for which the bid is submitted. -

3.2.3 Deleted

3.2.4 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

3.2.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6 Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

3.2.7 Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NMRC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NMRC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.2.8 Submission of e-Bid

- a. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

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- c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

3.2.9 Instruction for Bidders

The Bidders have to follow the following instructions for submission of their e-Bid:

- a. For participating in e-Bid through the e-bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd. Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one- time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e- Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in EMD offline payment details. After entering and saving EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and List of equipment and field gears details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

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- e. Next the Bidder should upload the technical e-Bid documents for fee details (EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and List of equipment and field gears details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

3.2.10 Late e-Bid

- a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in thee-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.2.11 Withdrawal and re-submission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-

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Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.

- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For re-submission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid re-submission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as required by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

3.2.12 NMRC's right to accept any e-Bid and to reject any or all e-Bids

- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Bid.

3.2.13 Period of validity of e-Bid

- a. E-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e- Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

3.2.14 Correspondence with the Bidder

- a. Save and except as provided in this e-Bid, Noida Metro Rail Corporation Limited shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b. No Bidders or its Technical Partners shall contact Noida Metro Rail Corporation Limited on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence Noida Metro Rail

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Corporation Limited in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.3 Earnest Money Deposit

3.3.1 Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Bidders submitting bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD will be returned after conclusion or discharge of the tender.
- e. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- g. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.4 Opening and Evaluation of Bids

3.4.1 Opening of e-Bid by NMRC

- a. NMRC will open technical and financial e-Bid, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.
- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid processing fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

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3.4.2 Deleted

3.4.3 Correction of Errors

- a) Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b) The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

3.4.4 Examination of e-Bid document

- a. The NMRC will examine the e-Bid to determine if:
 - i. They are complete;
 - ii. They meet all the conditions of the contract;
 - iii. The required EMD and other required documents have been furnished;
 - iv. The documents have been properly digitally signed; and
 - v. The e-Bids are in order.
- b. Any e-Bid, not fulfilling these requirements shall be rejected.

3.4.5 Contacting NMRC

- a. No Bidder shall contact Noida Metro Rail Corporation Limited on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of Noida Metro Rail Corporation Limited, he/she can do so in writing.
- b. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.
- c. Noida Metro Rail Corporation Limited during bid evaluation, if so required, may contact participating bidders for further clarifications on bid documents submitted.

3.4.6 Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence.

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NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5 Award of Contract

3.5.1 Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

3.5.2 Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

3.5.3 Signing of contract

Upon acceptance of the Notice of Award (NOA) by the bidder, a legally binding contract shall be deemed to have commenced between NMRC and the bidder. However, the bidder shall be required to execute a formal agreement along with all necessary documents as per RFP including the Performance Security with NMRC within 30 days from acceptance of NOA or such extended period as may be decided by the Corporation as per format provided in the RFP Document. The cost of Agreement and notarization charges shall be borne by the bidder. Without valid Performance Security, the contract shall not be executed.

3.5.4 NMRC's right to accept any e-Bid and to reject any or all e-Bids

NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e- Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

Section 4: Evaluation and Selection Process

4.1 Selection of Bidder

- a. NMRC shall award the Contract to the bidder, if tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing through Notice of Award (NOA), that his bid has been accepted
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten)days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.2 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security. **The Employer reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.**

4.3 Performance Bank Guarantee / Security Deposit

- a) 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 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

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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.

- b) It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c) A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d) NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
 - iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
 - iv. Any financial impact on NMRC due to non-performance of contractor.

Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement. In case of BG encashment, contract will stand terminated.

- e) PBG must be submitted in the format provided in **Form 11**. PBG must be in Favour of Noida Metro Rail Corporation Ltd. issued by bank of Delhi/NCR.

4.4 Contact during Proposal Evaluation

- Proposals shall be deemed to be under consideration immediately after they are opened and until such time Noida Metro Rail Corporation Limited makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, Noida Metro Rail Corporation Limited and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- Any effort by a Bidder to influence Noida Metro Rail Corporation Limited in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- If the Bidder wishes to bring additional information to the notice of Noida Metro Rail Corporation Limited, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

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General Manager/Project,
Noida Metro Rail Corporation Limited,
Block III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcsignaling@gmail.com

- No interpretation, revision, or other communication from Noida Metro Rail Corporation Limited regarding this solicitation is valid unless in writing and signed by the competent authority from Noida Metro Rail Corporation Limited.

4.5 Project Financial Terms

Payment Terms

The standard payment terms subject to recoveries, if any by way of penalties will be as under:

- a. The payment shall be made on quarterly basis for the maintenance activities as mentioned in the scope of work and on submission of required documents as per clause 5.12.
- b. No Payment shall be made in advance.
- c. No Price variation is allowed.
- d. Statutory deductions shall be made as per prevalent statutes and acts.

Section 5: Conditions of Contract

These conditions shall be part of the contract agreement.

5.1 General Provisions

5.1.1 Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddh Nagar, Uttar Pradesh, India.

5.1.2 Authorized Representatives

- a. Any action required or permitted to be taken, and any document required or permitted to be executed under these general conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.
- b. The instructions given by the Engineer-In-charge or Engineer-In-charge's representative to contractor shall be complied immediately. The contractor shall not replace any of the deployed staffs for the work without permission of Engineer-In-charge. The contractor shall submit CV for new/replaced maintenance staff for approval of the Employer.
- c. The contractor either himself or his nominated representative duly authorized by the contractor shall be responsible to attend any exigency/emergency/attend meetings, to resolve all the issues related to satisfactory execution of the work.

5.1.3 Contract Price, Taxes and Duties

- a. 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.
- b. Contractor will show the breakup of taxes in the invoices as quoted in BOQ while claiming payment as per tender conditions. He will have to maintain all records related to payment of taxes at his end for verification any time during the contract. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of all types of taxes, duties, levies etc.
- c. The contractor shall submit copies of acknowledgement evidencing filling of tax returns every year and shall keep Employer fully indemnified against liability of taxes, duties, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

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.
 - ii Change in the rate of GST on Composite work contract applicable on Metro Project as

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per GST act.

- b. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including extended period in case it is specifically mentioned that extension is granted with adjustment for changes as stated above.
- c. Any other changes (except on account of clause (a) (i)&(ii) 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 variation clause is not provided, the impact of any other change (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.

5.1.5 Price Variation

This is fixed price contract and no Price variation is admissible in this contract.

5.2 Commencement, Completion, Modification and Termination of Contract

5.2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

5.2.2 Commencement of Services

The Agency shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

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.

5.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of these terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.2.5 Force Majeure

(i) Definition: For the purpose of these general terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

(ii) No Breach of Contract: The failure of a Party to fulfill any of its obligations under the

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contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

- (iii)** Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (iv)** Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled for time extension for such period.
- (v)** Conditions like Pandemic/Lockdown (e.g. in COVID-19) will be treated as Force Majeure. During the period of Non-performance in these conditions, contractor will not be billed and Extension of Time will be given for such period.

5.2.6 Termination of Contract

- a)** If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in Accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable. The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,
 - I. fails to comply with a notice under this clause.
 - II. abandons or repudiates the Contract
 - III. without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
 - IV. Sub-contracts the whole or any part of the Works or assigns the Contract without approval of the Employer
 - V. becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of Amalgamation or reconstruction
 - VI. persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
 - 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
 - IX. fails to take steps to employ competent and / or additional staff and labour, or
 - X. fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or
 - XI. indulges in corrupt or fraudulent practices as explained in Clause 5.6 Violation/breach of the any terms and conditions of the agreement.

In any one of these events or circumstances, the Employer may upon giving 14 days' Termination notice to the Contractor Terminate the Contract and expel the Contractor from the Site.

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- 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.

On Termination of contract due to Contractor's default, the performance Security shall be forfeited by encashing the Bank Guarantee/ FDR/ DD and the balance work shall be done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

- 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.

5.3 Insolvency and Breach of Contract

The Employer may at any time, issue notice in writing summarily terminating the contract without compensation to the Agency in any of the following events, that is to say –

- a) If the Agency being an individual or a firm - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) If the Agency being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) If the Agency commits any breach of the contract not herein specifically provided for, or
- d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Agency shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Agency shall, under no circumstances, be entitled to any gain on re purchase.

5.4 Obligations of the Agency

- a. The Agency/Bidder shall undertake AMC of Signalling System in Noida Metro Rail Corporation Limited with due care and diligence in accordance with the Contract.
- b. Engagement of Staff and Labour- Except as otherwise stated in the Specification, the Agency shall ensure/ make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, transport, etc.

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5.5 Obligations of Corporation

Noida Metro Rail Corporation Limited agrees to provide support to the Agency and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the Agreement and the Applicable Laws.

5.6 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, Noida Metro Rail Corporation Limited may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Noida Metro Rail Corporation Limited shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to Noida Metro Rail Corporation Limited under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of Noida Metro Rail Corporation Limited under Clause 5.6 a hereinabove and the rights and remedies which Noida Metro Rail Corporation Limited may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by Noida Metro Rail Corporation Limited to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by Noida Metro Rail Corporation Limited during a period of 3 (three) years from the date such Bidder is found by Noida Metro Rail Corporation Limited to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between the Agency, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
 - i. The Corporation shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection

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process or during the execution of the contract.

5.7 Settlement of Disputes

5.7.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.7.2 Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this license agreement or breach, termination, shall firstly be attempted to be settled by conciliator appointed / nominated by ED/NMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an Arbitration Award.

5.7.3 Arbitration

In the event of any dispute and/ or difference whatsoever arising under this contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Contract or its clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration.

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 lakh and to a panel of three Arbitrators if total value of claims is more than Rs.50 lakh. NMRC shall provide a panel of three Arbitrators for the claims up to Rs.50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh which may also include NMRC officers. The Contractor shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only as the presiding arbitrator. The Arbitrators) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrators) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrators) on any matter whatsoever, relevant to dispute or difference referred to the arbitrators. The arbitration proceedings shall be held in Noida only. The language of the proceedings, that of documents and communication shall be English.

5.7.4 Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.

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5.7.5 Jurisdiction of Courts

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India

5.8 Performance Security

- a. The successful tenderer shall furnish to the Employer a security in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued for an amount of 5% of the Contract value. The Performance security shall only be released after issuance of the performance certificate for the complete scope of work under the contract. No performance Security shall be released against part performance certificates issued by the Employer. 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 withholding 10 % of the payment amount from quarterly running bill. 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.
- b. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.

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.

5.10 Protection of the Environment

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. The contractor shall use the environment friendly material. The disposal of garbage shall be in environment friendly manner with proper segregation of biodegradable and non-biodegradable waste.

5.11 Labour Law

In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining with engagement, payment and upkeep of the labour in India.

5.12 Submission by Contractor along with Quarterly Bill

- a. Proof of Compliance of provision of EPF: EPF should be ensured for all workers, for this separate Electronic-Challan-Cum-Receipt (ECR) for this contract shall be furnished by contractor

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along with challan

b. Proof of Compliance of provision of ESI & Workmen compensation act etc., ESI should be ensured on all workers, for this Electronic-Challan-Cum-Receipt (ECR) shall be furnished by contractor along with challan for this contract. Copy of the ESI card of all workers shall be submitted within time by Contractor.

c. Proof of Compliance of Minimum wages act: Compliance of minimum wages is of prime importance, for this muster roll to be maintained as per actual available manpower on each day. Accordingly, wage register to be maintained after considering the latest minimum wages of each category of staff. The wages of every person employed against the contract shall be paid before expiry of the 7th (Seventh) day of the wage period. For this muster roll, wage register & proof of payment of wages shall be submitted along with each quarterly bill.

d. Certificates by contractor for compliance of labour laws on desired format.

5.13 Entry Exit Pass

The Engineer-In-charge shall provide the photo entry exit pass to the staff deputed after submittal of antecedent check, police verification and contractor's photo identity card by the contractor. Centralized cell of Noida Metro Rail Corporation Limited shall provide the photo entry/exit pass to the outsourced/contractor staff deputed for contract work in Noida Metro Rail Corporation Limited premises.

5.14 SUFFICIENCY OF ACCEPTED CONTRACT AMOUNT

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.

The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices for the payments to employees towards compliance of minimum wages, PF & ESI, etc.

5.15 PENALTY & DEDUCTION:

Item No.	Description of Items				
i	Penalty in case of service affecting failure leading to operational repercussion (punctuality / reliability loss in train operation):				
	S.No.	Location	Operational Impact > 2hrs	Operational Impact >4 hrs.	Operational Impact persisting in revenue after the start of the next day of operation
	1	Full Mainline	INR 2 lakhs	INR 5 lakhs	INR 10 lakhs
	2	Any1 Interlocking	INR 1 lakh	INR 2 lakhs	INR 5 lakhs

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ii	If the system expert is not available physically at the site / remotely 2 hours after reporting a failure, a penalty of INR 5000/- per instance will be imposed.
iii	Penalty as per pro-rata basis CTC of system expert will be imposed if any system expert is on leave for more than 27 days in a year including medical. (Terms of Reference 2.3.1.6)
iv	In case preliminary failure analysis is not provided within 48 hours of a failure, a penalty of INR 2000/- per instance will be imposed.
v	In the event that Root Cause Analysis (RCA) necessitates global support, it is imperative that such assistance be rendered within a one-month time frame subsequent to the occurrence of a failure, failing which, a penalty of INR 5,000/- per instance shall be levied.
vi	In the event that same type of failure having same cause occurring more than 4 times in a span of 90 days after having been resolved by the contractor, a penalty of INR 5,000/- per such instance shall be levied.
vii	In case of any damage to NMRC property done by any of the workers of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost. Note: The total penalty deductions shall not exceed 10% of the contract value. Any penalties imposed on the Contractor under this Agreement shall be subject to final determination at the sole discretion of the Employer, whose decision shall be final and binding.

5.16 PROGRESS REPORTS

The contractor shall attend a meeting with Engineer-In charge every month to elaborate the measures which the contractor proposes to take in order to improve the quality of work, efficiency, progress of the action items, progress of work, and compliance of safety audit report etc with release of MOM. The Contractor shall also submit to the Engineer-In-charge such other reports as may reasonably be required by him or any relevant authority or public body.

5.17 SAFETY OF WORKS

A) SAFETY REQUIRMENTS

The Metro Train Stations and Depot are having High Voltage Over Head Electric Lines, High Voltage Equipments, the movement of Trains in the depot, etc which can cause major injury, electrocution, death to the personnel and thus requirements for safety observance are very high.

The contractor shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the contractor and deputed staff must ensure the observance of safety requirements. It shall be the sole responsibility of the contractor to adopt all the safety measures and deploy personnel who are adequately trained in safety.

The contractor is responsible to ensure that necessary and adequate personal protective equipments are available at all the times for the service to personnel working. Contractor shall ensure to provide the Hi-Visibility/ Reflecting Jackets to all on site staff.

It shall be the contractor's sole responsibility to make aware all his deployed staffs about the safety rules and procedure including Do's and Don'ts of working in the vicinity of 25 KV

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overhead Equipment.

B) ACCIDENTS

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.

The firm must maintain a "Zero Accident Record". In case of any major accident/fatality a penalty of not exceeding 15% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 1.5 of SCC.

C) TRAINING ON SAFETY

Contractor will provide one day training on safety to contractor staff at site. Contractor shall obtain their assurance in the format prescribed by Engineer In- charge. Contractor shall submit the proof of this training and having obtained the assurance of all staff to Engineer In-charge. Without above training and having obtained proper proof of assurance, no staff will be deputed for work in NMRC.

5.18 SECURITY OF THE SITE

Without proper permission, no staff shall be permitted to enter the premises. All vehicles used by the Contractor shall be clearly carrying the Contractor's name or identification document. If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.

5.19 CONTRACTOR'S OPERATIONS ON SITE

All of the contractor's staff shall follow the rules and regulations, procedures in the NMRC premises. The contractor shall make aware all of his staff for the same.

5.20 WAGES

The contractor shall pay wages to the labour, if any deployed for the work at the rates in force as per applicable Minimum Wage Rates in force notified by the Appropriate Government. The wages shall be paid through electronic mode only. The Compliance of all applicable labour laws including EPF, ESI, and Minimum Wages etc. shall be the sole responsibility of the contractor.

The applicable records for compliance of labour enactments shall be maintained and preserved by the Contractor. Non-Compliance of labour law, if any, which comes to the knowledge of NMRC shall be viewed seriously and penalty shall be invoked as per terms of RFP.

5.21 PRESERVATION OF PEACE AND ORDERLY CONDUCT

The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots. The Engineer-In-charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative who in the opinion of the Engineer- Incharge, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be

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dealt only by the contractor and employer shall not be the party to such action in any case.

5.22 WORK EXECUTION AND QUALITY CONTROL MANNER OF EXECUTION

The contractor shall comply the schedules, procedures, methodology, work instruction given in terms of reference and scope of work. The contractor shall use only the specified material and machines.

If the contractor needs to change any of the operation method then he has to take prior approval of the engineer In-charge.

5.23 TAX DEDUCTION AT SOURCE

Tax deduction at source from each on-account progress bill shall be made by employer as per the provisions of the statutes /acts of statutory bodies / local authorities etc.

5.24 INDEMNITY

Contractor shall submit the indemnity bond such that the contractor's staff shall not claim any type of payment, employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.

5.25 THIRD PARTY INSURANCE

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.

5.26 INSURANCE FOR WORKERS

The contractor shall take insurance policy as specified in the workmen's compensation act for the contractor's staffs those are not covered by the ESI.

5.27 PHOTO IDENTITY CARDS

A photo I-card signed by contractor and authorized signatory of NMRC shall be provided to all deputed staff and contractor representatives.

5.28 WORK TIMINGS

Working hours for the system experts shall be from 10:00 AM to 6:00 PM. The roster for system experts' availability shall be managed by the contractor's staff in a manner that ensures the availability of system experts throughout all seven days of the week, while accommodating a six-day working schedule for each staff member. This roster shall be of a rotating nature to ensure equitable distribution of shifts among the experts.

5.29 Contractor shall submit authorization certificate from OEM as per format given at Form-10.

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Section 6: List of equipment and field gears

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:-

1. IXL

S No.	Equipment	Description	Quantity	Remark
1	PM	Point Machine (Mainline)	37	
		Point Machine (Depot)	46	
2	Signals	Shunt Signals	45	
		3 Aspect Signal	58	
		Buffer Signal	32	
3	RI	Route Indicator	32	
4	ESP	Emergency Stop Plunger	88	
5	EKT	Electrical Key Transmitter	33	
6	AXC	Axle Counter	296	
7	MB	Marker Board	246	
8	SL	Slot Box	14	
9	PDP Rack	Power Distribution Panel Rack	30	
10	VI Rack	Relay Rack	42	
11	MLK II Rack	Microlok II Rack	36	
12	AXC Rack	Axle counter Rack	15	
13	PM Rack	Power Miscellaneous Rack	23	
14	PS Rack	Point Switch Rack	9	
15	EN Rack	Entrance Rack	42	
16	PMJB	Point Machine Junction Box	83	
17	FCB	Frauscher Connection Box	296	
18	CTB/LB	Cable Termination Box/Location Box	39	

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2. CBTC

S No.	Equipment	Description	Quantity	Remark
1	ZC Rack	Zone controller equipped cabinet	4	
2	CC Rack	Carborne controller cabinet	38	
3	BTM Antenna	BTM Antenna	76	
4	Frontam Rack	Frontam Rack	1	
5	Accelerometer(Sensorex)	Accelerometer(Sensorex)	76	
6	Accelerometer(Jewel)	Accelerometer(Jewel)	76	
7	TOD	Train Operator Display	38	
8	Speed sensor	Speed sensor	76	
9	Balise	Balise	993	

3. DCS

S No.	Equipment	Description	Quantity	Remark
1	WAB	Wayside Access Box	279	
2	Way Side Antenna(2.4 GHz)	Way Side Antenna(2.4 GHz)	558	
3	Way Side Antenna(5.8 GHz)	Way Side Antenna(5.8 GHz)	558	
4	Train Antenna(2.4 GHz)	Train Antenna(2.4 GHz)	38	
5	Train Antenna (5.8 GHz)	Train Antenna (5.8 GHz)	38	
6	DCS Train switch	Data Communication System train switch	38	
7	DCS Rack	Data Communication System Rack	24	
8	Train Radio(CBTC &VTS)	Train Radio(CBTC &VTS)	76	

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4. ATS

S No.	Equipment	Description	Quantity	Remark
1	App Server	App Server	4	
2	Comm Server	Comm Server	4	
3	Database Server	Database Server	1	
4	NVL server	ATS local server	6	
5	ATS WS	Automatic Train Supervision workstation	50	
6	Technician WS	Technician Workstation	5	
7	CBI VDU	Computer Based Interlocking Video Display Unit	4	
8	SAN server	Storage Area Network server	2	
9	ATS Rack	Automatic Train Supervision rack	7	

5. FOTS

S No.	Equipment	Description	Quantity	Remark
1	Core Switch	HPE 7506 w 2x2.4Tbps MPU/Fabric Bundle	2	
2	Optical Distribution Switch	HPE 5510 24G SFP 4SFP+ HI Switch, Model No.- JH149A	50	
3	Copper Distribution Switch	HPE 5510 24G 4SFP+ HI Switch, JH145A	48	
4	Industrial Switch - 24 port (Belden)	GRS1030-16T9SMMZ9HHSE2SXX.X.XX) (GRM20-TTTTTTTTSZ9HHS)	12	
5	Industrial Switch - 16 port (Belden)	GRS1030-16T9SMMZ9HHSE2SXX.X.XX	14	

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6	Access Switch 24 Port HP	HPE 5130 24G 4SFP+ 1-slot HI Switch, Model No.- JH-323A	45	
7	NMS Server	HP DL160 Gen9	2	
8	144 Port ODF	FMS/ODF - 144 Port (Duplex) capacity with LC Type Adaptor	46	
9	24 Port ODF	FMS/ODF - 24 Port (Duplex) capacity with LC Type Adaptor	6	
10	8 Port ODF	FMS/ODF - 8 Port (Duplex) capacity with LC Type Adaptor	25	
11	Firewall	FortiGate-300D, FortiAnalyzer-200D, FortiManager-200D	2	

Note- The List of equipment and field gears is not exhaustive and may include some items that are already installed but are not part of this list and are required to be maintained as part of the AMC contract for the Signalling System.

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Section 7: Draft Contract Agreement

THIS AGREEMENT made on the.....day of.....2024 at Noida, District Gautam Buddh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Buddh Nagar, Uttar Pradesh, India** represented by of the company, by virtue of his designation and authorization by **Sh., NMRC**(hereinafter called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

.....
.....having its registered office at....., represented by (herein after called the "**Contractor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Corporation desires that the Works/ Services known as the "**.....**" should be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Corporation and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement-

Reference:

- (i) Tender No. Dated.....
- (ii) Bid Documents duly accepted and submitted by dated.....
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Evaluation and Selection Process
 - e. Section 5: Conditions of Contract
 - f. Section 6: List of equipment and field gears
 - g. Section 7: Draft contract agreement
 - h. Section 8: Forms
- (iv) Notice of Award (.....) issued by NMRC

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- (v) Letter of Acceptance of NOA (.....) given by..... to NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 60 Months.

4. Price Schedule

NMRC shall consider the following Total Contract Price, as quoted by the Contractor as part of financial bid.

- 5. The courts at District Gautam Buddh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 6. In consideration of the payments to be made by the Corporation to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Corporation to execute the Works/ Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter."
- 7. The Corporation hereby covenants to pay the Contractor in consideration of the execution and completion of the Works/Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the Corporation
Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

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Address_____

Address_____

Sign of Witness 2_____

Sign of Witness2_____

Name_____

Name_____

Address_____

Address_____

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Section 8: Forms

8.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

General Manager/Project,

Noida Metro Rail Corporation Limited,

Block III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida 201301

Subject: AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

Dear Sir,

We, the undersigned, offer “**AMC of Signalling System at Noida-Greater Noida Metro Aqua Line**” in accordance with your RFP Document dated [.....] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied, analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions.
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

We confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

We accept all the terms and conditions of this tender document unconditionally.

We have filled the complete information correctly in **Form 12**: Check List

Authorized Signatory Name:

Date:

Name of the Bidder with seal

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8.2 Form 2: Firm Details

1.	<p>Title and name of the Project:</p> <p>AMC of Signalling System at Noida-Greater Noida Metro Aqua Line</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)</p> <p>Sole Bidder</p>
3.	<p>Name of Company or firm:</p> <p>Legal status: (e.g. incorporated private company, proprietorship, etc.)</p> <p>.....</p> <p>Registered address:</p> <p>Year of incorporation.....</p> <p>Principal place of business:</p> <p>Contact person:</p> <p>Contact person's title:</p> <p>Address, telephone, facsimile number and e-mail of contact person:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.	GST Registration Number (Attach Documentary Proof)
5.	PAN (Attach Documentary Proof)
6.	Employees Provident Fund No. (attach documentary proof)
7.	Employees state insurance Act in India No. (Attach documentary proof)

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8.3 Form 3: Bid Validity

Name of Work: AMC of Signalling System at Noida-Greater Noida Metro Aqua Line.

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person.

Signature of the bidder with seal Dated:

Witness:

Address:

Occupation

RFP for AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

8.4 Form 4: Undertaking

Name of Work: AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

I confirm that we (Tenderer), _____

- a. Have not been banned/blacklisted/debarred in NMRC and any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer as on the date of tender submission.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries as on the date of tender submission.
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not ever been terminated due to poor performance.
- e. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- 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.
- g. I/We hereby confirm and declare that my/our firm/company M/s.....has not been put on defaulter list by EPF/ESI/GST/Labour Deptt. etc. as on the date of tender submission.
- h. I/We hereby confirm and declare that my/our firm/company M/sis /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years (from the last day of the previous months of tender submission).
- i. Have not submitted any misleading information in the Bid.
- j. Are financially sound to perform the work.

Authorized signatory Name:

Date:

Name of the Bidder with seal

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8.5 Form 5: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **“AMC of Signalling System at Noida-Greater Noida Metro Aqua Line”** in response to the RFP Document dated_____ issued by Noida Metro Rail Corporation (“NMRC” or “the Corporation”), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named

..... [Insert the name of the executant company] through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney Dated this day of

Accepted

..... Signature of Attorney

(Name, designation and address of the Attorney)

Attested

..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

8.6 Form 6: Saleable Form for Tender Document

Job

No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ through RTGS/NEFT and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ through RTGS/NEFT and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

BIDDER

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8.7 Form 7: Declaration of Refund of Earnest Money

Noida Metro Rail Corporation (NMRC) Limited Block-III, 3 rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Buddh Nagar, Uttar Pradesh, India	
1 Bidder Name	
2 Bidder Address	
3 Bank Name	
4 Bank Branch	
5 A/c No	
6 IFSC Code	
7 PAN No.	
8 Tin/TAN No.	
9 GST No.	
10 Phone No.	
11 Mobile No.	
12 Email-Id	
13 Type of Account	
14 Party Unique Id	

*The above provided information is true to the best of my knowledge.

*Cancelled cheque is attached.

Date:

Signature with Stamp/Seal

RFP for AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

8.8 Form 8: Proforma for Clarifications / Amendments on the RFP

Sl. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

Authorized signatory Name:

Date:

Name of the Bidder with seal

RFP for AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

8.9 Form 9: Bid Offer/ BOQ (Format)

To

General Manager/Project,

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301

District Gautam Buddh Nagar, Uttar Pradesh

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Sub: AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work.

I/we hereby quote the following Total price for services in rupees for providing **AMC of Signalling System at Noida-Greater Noida Metro Aqua Line**, payable by NMRC.

S · N ·	Description of Work	Amount Excluding GST (in INR) for One Year	GST Rate (@18%)	Total Amount Including GST (in INR) for One Year	Total Amount Including GST (in INR) for five Year
1	Deployment of Site Engineers- 05 nos. one for each subsystem i.e. CBTC, ATS, IXL, DCS and FOTS.				
2	System support: Design & Engineering local and global team support. Administrative and support function costs such as Project manager/Supply chain planner/Project controller etc, including other administrative & office support.				
3	3rd party AMC support from Belden				
Total Amount					

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Note:

1. The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all labour, supervision, maintenance, materials as per scope of work, unloading, loading, handling, transport, contractor's profit and establishment/overheads, all miscellaneous charges, incidental charges, together with all general risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.

2. The total payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.

3. The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.

4. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.

5. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

6. We agree that-

a. Noida Metro Rail Corporation Limited shall have right to cancel the tender at any point of time without any reason.

b. Noida Metro Rail Corporation Limited reserves the right to terminate/cancel the agreement (contract) at a notice of 60 days.

c. During Tenure/Notice Period we will continue to perform all of our obligations/duties within the scope of this contract.

In case of failure to adhere to above, Noida Metro Rail Corporation Limited shall reserve the right to encash the PBG.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

RFP for AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

8.10 Form 10: OEM Authorization Form

To

General Manager/Project,

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301

District Gautam Buddh Nagar, Uttar Pradesh

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that we _____ (OEM name) are OEM of _____ (Brand and category name). We are selling through our authorized channel partners in India for AMC works. We are providing required technical support, consumable & spare parts. We also facilitate imperative training time to time. We hereby authorize _____ (Bidder) to register as "Authorized Channel Partner" for _____ brand (OEM brand) for our different range of products. _____ (Bidder) will perform all the tasks related to Signalling System AMC work in NMRC in consultation with us. It is requested that _____ (Bidder) may be treated as OEM authorized bidder for Tender No-.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

For _____ (OEM)

For _____ (OEM authorised bidder)

Name:-

Name:-

Designation:-

Designation:-

E-mail:

E-mail:

Tel (Landline):-

Tel (Landline):-

Full Address:

Full Address:

Date:-

Date:-

Seal of Organization:-

Seal of Organization:-

RFP for AMC of Signalling System at Noida-Greater Noida Metro Aqua Line

8.11 Form 11: Format to Submit Performance Bank Guarantee (PBG)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of..... (month & year) between Bank of..... (herein after called the “Bank”) of the one part, and Noida Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Noida Metro Rail Corporation limited has awarded the contract for(name of work) (hereinafter called “the contract”) to M/s.....(Name of the Contractor)....hereinafter called “the Contractor”.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹.....(Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ₹.....(Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of AMC.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

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10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions “the Employer”, “the Bank” and “the Contractor” herein before used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rs.)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness where of I/We of the bank have signed and sealed this guarantee on the.....day of(Month & Year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation:

I.D. No. :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named_____

In the presence of:

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

Notes:

- The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
- The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

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8.12 Form 12: Check List

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1.	Bid Processing Fees (with documentary proof)		
2.	Earnest Money Deposit (with documentary proof)		
3.	Form 1: Letter of Proposal Submission		
4.	Form 2: Firm Details		
5.	Form 3 : Bid Validity		
6.	Form 4: Undertaking		
7.	Form 5: Power of Attorney		
8.	Form 6: Saleable form for Tender Document		
9.	Form 7: Declaration of Refund of Earnest Money		
10.	Form 8: Performa for Clarifications /Amendments on the RFP		
11.	Form 9: Bid offer/BOQ Format		
12.	Form 10: OEM Authorization Form		
13.	Form 11: Format to Submit Performance Bank Guarantee (PBG)		
14.	Form 12: Check List		
15.	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
16.	Self attested copy of PAN, GST certificate		
17.	Any other document asked by the Employer if submitted, specify the		

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	documents Or Any other document which the Tenderer considers relevant		
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