



Noida Metro Rail Corporation Limited

E tender No. NMRC/Signalling/2024/353

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

Corrigendum-2

Summary Sheet

Sr. No.	Part/Section/Sub-Section	Page No.	Clause No./Item No.	Addendum/Corrigendum	Remarks
1.	Section 2: Terms of Reference	Page-8	2.2.3	Attached as Annexure 1	Replaced page 8 by 8R
2.	Section 2: Terms of Reference	Page-8	2.2.8- II	Attached as Annexure 1	Replaced page 8 by 8R
3.	Section 2: Terms of Reference	Page-8	2.2.8- VII	Attached as Annexure 2	Replaced page 9 by 9R
4.	Section 2: Terms of Reference	Page-9	2.3 Scope of Work-(iii);	Attached as Annexure 2	Replaced page 9 by 9R
5.	Section 2: Terms of Reference, 2.3.1 ACTIVITY1- Technical Expertise/Support	Page-9	2.3.1.2	Attached as Annexure 2	Replaced page 9 by 9R
6.	Section 2: Terms of Reference, 2.3.1 ACTIVITY1- Technical Expertise/Support	Page-10	2.3.1.4	Attached as Annexure 3	Replaced page 10 by 10R
7.	Section 2: Terms of Reference, 2.3.4 ACTIVITY 4- Spare Planning & Procurement	Page-10	-	Attached as Annexure 3	Replaced page 10 by 10R
8.	Section 2: Terms of Reference	Page-13	2.3.15	Attached as Annexure 4	Replaced page 13 and 14 by 13R and 14R.
9.	Section 6: List of equipment and field gears	Page-54	1.IXL	Attached as Annexure 5	Replaced page 54 by 54R
10.	Section 2: Terms of Reference	Page-8	2.1	Attached as Annexure 1	Replaced page 8 by 8R
11.	Section 5: Conditions of Contract	Page-43	5.1.4	Attached as Annexure 6	Replaced page 43 and 44 by 43R and 44R.
12.	Section 5: Conditions of Contract	Page-44	5.2.3	Attached as Annexure 6	Replaced page 44 by 44R.
13.	Section 5: Conditions of Contract	Page-	5.2.6 a);VII, VIII	Attached as Annexure 7	Replaced page 45 by 45R.

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14.	Section 5: Conditions of Contract	Page-45	5.2.6 b),c)	Attached as Annexure 8	Replaced page 46 by 46R.	
15.	Section 5: Conditions of Contract	Page-46	5.15	Attached as Annexure 9	Replaced page 50 and 51 by 50R and 51R.	
16.	Section 5: Conditions of Contract	Page-50	5.17 (B)	Attached as Annexure 10	Replaced page 52 by 52R.	
17.	Section 5: Conditions of Contract	Page-52	5.25	Attached as Annexure 11	Replaced page 53 by 53R.	
18.	Section 8: Forms	Page-53	8.4 (f)	Attached as Annexure 12	Replaced page 64 by 64R.	
19.	NIT	Page-64	12	Attached as Annexure 13	Replaced NIT by Annexure 13	
20.	Data Sheet	-	12	Attached as Annexure 14	Replaced page 6 by 6R	

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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 **and** 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 **as per clause 2.3.16** verified **jointly** by NMRC **and contractor's** 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 **as per scope of work.**

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 **provide guidance** ~~guide~~ and supervise on-site training for each subsystem **being conducted by NMRC personnel for its maintenance staff**. The contractor shall also perform any maintenance supervision ~~as desired by the employer as per scope of work~~.
- 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 **of Hitachi make products as per the requirements by the employer**, ~~validity period, specifications, service life, contractor details etc of all spare parts.~~

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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/ Instrumentation Engineering from a recognized University or equivalent.	Post qualification experience of at least 05 Years for Degree holder and 07 years for Diploma holder in the CBTC (ATC) system in Metro / Railways Signalling.
2	DCS System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science/ Instrumentation Engineering from a recognized University or equivalent.	Post qualification experience of at least 05 Years for Degree holder and 07 years for Diploma holder in wireless communication in Metro / Railways System.
3	ATS System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science/ Instrumentation Engineering from a recognized University or equivalent.	Post qualification experience of at least 05 Years for Degree holder and 07 years for Diploma holder in ATS in Metro / Railways Signalling.
4	IXL System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science/ Instrumentation Engineering from a recognized University or equivalent.	Post qualification experience of at least 05 Years for Degree holder and 07 years for Diploma holder in IXL in Metro / Railways Signalling.

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		Instrumentation Engineering from a recognized University or equivalent.	for Diploma holder in IXL system in Metro / Railways Signalling.
5	FOTS System Expert	Degree OR Diploma in Electrical / Electronics / Computer Science/ Instrumentation Engineering from a recognized University or equivalent.	Post qualification experience of at least 05 Years for Degree holder and 07 years for Diploma holder in FOTS in Metro / Railways system.

2.3.16 Checklists to be followed by the contractor

IXL Maintenance Profile

Date		Location	
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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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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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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 Buddha 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 Law/Taxes/Duties/Levies

- a. Change in "Law/Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation.
 - i Any new tax which is imposed ~~on composite work contracts applicable on Metro Project.~~ **that is applicable to this contract.**
 - ii Change in the rate of GST ~~on Composite work contract on Metro Project~~ **applicable to**

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this contract as per GST act.

iii) If,

1. the enactment of any new Indian law;
2. the repeal, modification or re-enactment of any existing Indian law; and/or
3. a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding,

- 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) & (iii) above) in existing taxes/new taxes on ~~supply of materials/services/works etc.~~ will not be considered and its impact shall be considered covered in the price variation clause 5.1.5 provided in the condition of contract and in contract where price variation clause is not provided, the impact of any other change (except on account of clause (a) (i),(ii) & (iii) above) in existing taxes/new taxes on ~~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

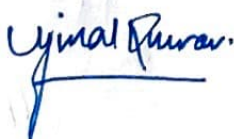
Unless terminated earlier pursuant to Clause 5.2.6 hereof, these conditions shall expire at the end of such time period as given in the time schedule in RFP Document. However if the performance of the contractor is found satisfactory, AMC Contract may be further extended upto two year based on mutually 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 contract shall not be considered to be a breach of, or default under, this Contract





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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
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 - 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.

- b) If the Agency fails to provide the services within the period fixed for such services in

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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 released from any liability shall to pay any sums **not exceeding the contract value** then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

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.

5.5 Obligations of Corporation




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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) (Time taken by NMRC to provide spares required to attend any particular failure (if any) shall not be taken into account for calculation of time for below table):				
	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 1 lakhs	INR 5 2.5 lakhs	INR 10 5 lakhs
	2	Any1	INR 1 0.5	INR 2 1	INR 5 2.5

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	Interlocking	lakh	lakhs	lakhs
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	<p>In case of any damage to NMRC property done by any of the workers of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.</p> <p>Note: The total penalty deductions shall not exceed 10% of the contract value. Any penalties imposed on the Contractor under this Agreement, which if the contractor is not in agreement, shall represent within 7 working days of receipt of Employer's decision with sufficient reasoning and proofs. However final decision shall be subject to final determination at the sole discretion of the Employer, whose decision shall be final and binding.</p>			

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

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Arjun Singh

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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 overhead Equipment.

B) ACCIDENTS

If any accident occurs due to execution of work **attributable to contractor** 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

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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 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~~ **Rs.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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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~~ **Have not been** 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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Abhishek

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NOTICE INVITING TENDER (NIT)
(E - TENDER NO.- NMRC/Signalling/2024/353)

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 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.nmrctnoida.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

Yogendra Kumar

A. Singh

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	Pre-bid Meeting	26/12/2024 11:00 hrs (IST) 06/01/2025 11:00 hrs (IST)
	Last date of receipt of Pre-bid queries	27/12/2024 07/01/2025
	Last Date and time of Bid Submission	20/01/2025 15:00 hrs (IST) 27/01/2025 15:00 hrs (IST) 29/01/2025 15:00 hrs (IST)
	Date and time of Bid Opening	20/01/2025 15:30 hrs (IST) 27/01/2025 15:30 hrs (IST) 29/01/2025 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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Ujjwal Kumar

Ajay Singh

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