



**KOLKATA METRO RAIL CORPORATION LIMITED  
EAST WEST METRO PROJECT**

**CONTRACT – UG - L & E (PHASE-II)**

**DETAILED DESIGN, DETAIL ENGINEERING, PROTOTYPE, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM/ EQUIPMENT & ANNUAL MAINTENANCE CONTRACT OF LIFTS & ESCALATORS (L & E) OF FOUR UNDERGROUND STATIONS OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE - II)**

**TENDER DOCUMENTS**

**VOLUME 1**

- 1. Notice of Invitation to Tender**
- 2. Instructions to Tenderers (including Annexures)**
- 3. Form of Tender (including Appendices)**

**KOLKATA METRO RAIL CORPORATION LIMITED  
KMRCL BHAWAN (2ND & 3RD FLOOR), HRBC COMPLEX,  
MUNSHI PREMCHAND SARANI,  
KOLKATA 700 021  
INDIA**

**Date of Issue: 29<sup>th</sup> May 2019**



**KOLKATA METRO RAIL CORPORATION LIMITED  
EAST WEST METRO PROJECT**

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**VOLUME 1**

**NOTICE OF INVITATION TO TENDER**

**KOLKATA METRO RAIL CORPORATION LIMITED  
KMRCL BHAWAN (2ND & 3RD FLOOR), HRBC COMPLEX,  
MUNSHI PREMCHAND SARANI,  
KOLKATA 700 021  
INDIA**

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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## Kolkata Metro Rail Corporation Limited

Our Ref:

Date:

**TO**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FROM**

Managing Director  
Kolkata Metro Rail Corporation Limited  
KMRCL Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> floor)  
HRBC Complex, Munshi Premchand Sarani  
Kolkata-700 021, India  
Phone: 033-66071115  
Web: [www.kmrc.in](http://www.kmrc.in)

### CONTRACT – UG - L & E (PHASE-II)

**DETAILED DESIGN, DETAIL ENGINEERING, PROTOTYPE, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM/ EQUIPMENT & ANNUAL MAINTENANCE CONTRACT OF LIFTS & ESCALATORS (L & E) OF FOUR UNDERGROUND STATIONS OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-II)**

### NOTICE OF INVITATION TO TENDER

1. Kolkata Metro Rail Corporation Limited (KMRCL) are calling tender for detailed design, detailed engineering, prototype, manufacture, supply, delivery and storage at site, installation, testing and commissioning (including integrated testing & commissioning), demonstration of performance of the system and annual maintenance contract Lifts & Escalator System as detailed under the scope of work of this tender document for Four Underground stations of Kolkata Metro East-West Rail Project. Joint Venture, Consortium and Sole Bidder (Indian and International companies) complying with the requirements of the Document can apply. The KOLKATA Metro Rail Corporation Limited's (KMRCL) East-West Line system is on 750 volts DC third rail over a length of 16.6 Km (Approx.). It is partly Elevated (5.8 K.M) and partly Underground (10.8 K.M.) construction. General Consultants (GC) are appointed by KMRCL who will work as Engineers for this project and assist KMRCL in evaluating the tenders.
2. Indian and International companies, either by themselves or as a joint venture or Consortium interested in appointment through International Competitive Bidding (ICB) as "Design and Manufacturing Contractor" of Tender UG - L&E (Phase-II) may submit a Tender for this contract. Applicants are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

3. The Kolkata Metro Rail Corporation Limited has received an ODA Loan from Japan International Cooperation Agency, hereinafter referred to as JICA, KMRCL has received an amount of 29,839 Million YEN against Loan Agreement ID192 dated 10<sup>th</sup> March 2008 and against ID P207 dated 31<sup>st</sup> March 2010 towards the part cost of East West Metro Corridor, Kolkata. Disbursement of ODA Loan by JICA will be subject in all respects to the Terms and Conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under JICA ODA Loan.” No party other than KMRCL shall derive any rights from the Loan Agreement or have any right to the Loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, KMRCL will take appropriate measures for finance. This tender does not fall under the purview of above mentioned JICA Loan.
4. Key Details:-

<b>Tender Security Amount</b>	<b>INR 1.5 Crore</b>
<b>Sale of Tender Document</b>	29 <sup>th</sup> May 2019 until before tender submission. <i>(Tender Document can be downloaded from KMRCL web-site (e-tender portal). The cost of tender document shall be submitted along with the Tender. Tender downloaded and submitted without tender cost will be summarily rejected)</i>
<b>Completion Period of the Contract</b> (Subject to the achievement of Key Dates)	84 weeks plus 2 years DLP plus 10 years AMC
<b>Pre-Bid Meeting</b>	24 <sup>th</sup> June 2019 at 14:30 hrs
<b>Pre-Bid Meeting Location</b>	KMRCL Conference Room, of address, Kolkata Metro Rail Corporation Limited, 2nd & 3rd floor, KMRCL Bhawan, HRBC Complex, Munshi Prem Chand Sarani, Kolkata-700 021, Kolkata (Or location otherwise advised).
<b>Last Date of Seeking Clarification</b>	19 <sup>th</sup> June 2019
<b>Replies to Queries from Bidders</b>	30 <sup>th</sup> June 2019
<b>Date &amp; Time of Submission of Tender</b>	15.00 Hours on 19 <sup>h</sup> July 2019
<b>Date &amp; Time of Opening of Tender</b>	15.00 Hours on 19 <sup>h</sup> July 2019
<b>Validity of Tender</b>	120 days from the latest Date of Submission of Tender
<b>Authority and Place for Seeking Clarifications and Submission of Completed Tender Documents</b>	Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (2 <sup>nd</sup> & 3 <sup>rd</sup> floor), HRBC Complex, Munshi Premchand Sarani, Kolkata-700 021, India.

5. The Tender Documents comprise 6 (Six) Volumes in respect of Contractual, Technical, Financial matters and related information, as follows:

**Volume 1**

- **Notice of Invitation to Tenderer**
- **Instructions to the Tenderer (including Annexures)**
- **Form of Tender (including Appendices)**

**Volume 2**

- Eligibility Criteria
- General Conditions of Contract
- Special Conditions of Contract (including Schedules),

**Volume 3**

- Employer's Requirements Specifications
- General Specification

**Volume 4**

- KMRCL Conditions of Contract on Safety, Health and Environment (CD)
- Safety, Health and Environment Manual (CD)

**Volume 5**

- Tender Drawings (in CD ROM)  
**(Note: CD ROM needs to be collected from the office of Kolkata Metro Rail Corporation Limited)**

**Volume 6**

- Pricing Documents
- Schedule of Payment

6. The tender documents are available on payment of a non-refundable fee of **Rs. 40,000 or US\$ 800** in the form of a cross Demand Draft issued from an Indian Schedule Bank (excluding Co-operative Banks) or from a Schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of "Kolkata Metro Rail Corporation Limited" Payable at Kolkata, from:

Managing Director,  
Kolkata Metro Rail Corporation Limited,  
KMRCL Bhawan (2nd & 3rd floor), HRBC Complex,  
Munshi Premchand Sarani,  
Kolkata-700 021, India.

**In case, the Tender Document is downloaded from KMRCL web-site (available till date mentioned), the cost of tender document shall be submitted along with the submission of the Tender. Tender downloaded and submitted without tender cost will be summarily rejected.**

7. The tender shall be submitted at the time, date and at the address given above.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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8. Please note carefully the requirements for submitting Tenders and the date and time for submittal. Late or delayed Tenders will not be considered for evaluation and shall either not be received or returned unopened.
9. One set of tender document (hard copy) and one CD (soft copy) will be issued. **The tenderers have to submit two sets of the tender document, marked as Original and Copy, along with tender submittals, un-tampered, duly signed and stamped on each page** along with the two sets of CD.
10. Tender shall be valid for a period as specified in ITT Clause C17 and shall be accompanied by a bank guarantee for an amount as specified in Appendix-1 of Form of Tender, Conditions of Contract.
11. The tender from JV/Consortium (existing or proposed) shall be signed so as to legally bind all partners jointly and severally.

Managing Director,  
Kolkata Metro Rail Corporation Limited  
KMRCL Bhawan (2nd and 3rd floor)  
Munshi Premchand Sarani,  
Kolkata 700021  
India



**KOLKATA METRO RAIL CORPORATION LIMITED  
EAST WEST METRO PROJECT**

**CONTRACT – UG - L & E (PHASE-II)**

**DETAILED DESIGN, DETAIL ENGINEERING, PROTOTYPE,  
MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE,  
INSTALLATION, TESTING AND COMMISSIONING (INCLUDING  
INTEGRATED TESTING & COMMISSIONING), TRAINING OF  
PERSONNEL, DEMONSTRATION OF PERFORMANCE OF  
SYSTEM/ EQUIPMENT & ANNUAL MAINTENANCE CONTRACT OF  
LIFTS & ESCALATORS (L & E) OF FOUR UNDERGROUND STATIONS  
OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-II)**

**VOLUME 1**

**INSTRUCTIONS TO TENDERERS AND ANNEXURES**

**KOLKATA METRO RAIL CORPORATION LIMITED  
KMRCL BHAWAN (2ND & 3RD FLOOR), HRBC COMPLEX,  
MUNSHI PREMCHAND SARANI,  
KOLKATA 700 021  
INDIA**

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## INSTRUCTIONS TO TENDERERS

### A. GENERAL

#### A1. General Description of the Works

A1.1 The KMRCL East-West Line (EWL) Metro Project will be approximately 16.6 km long, operating an east-west corridor of Kolkata Metro Rail Project and will connect Howrah Maidan at the West and Salt Lake Sector V at the East. The route will be approximately 5.8 km elevated and 10.8 km underground. There shall be 6 stations on via-duct and 6 stations underground. The line will have interchange with existing network of Indian railways at Howrah, Sealdah and Esplanade stations of Indian Railways.

The mode of traction is 750V dc Third Rail. The track will be of Standard Gauge (1435mm). On the East-West line a maintenance depot along with full workshop facilities is envisaged at Central Park at Salt Lake which is near to Central Park Station. An Integrated Operation Control Centre (OCC) for the line is planned at Central Park Depot and a Back-up Control Centre (BCC) Howrah Station.

Construction of the elevated structures between Salt Lake Sector V and Salt Lake Stadium was commenced on February 2009. Other Contracts for various works like underground tunnel construction, Station design and construction, Depot design and construction, Rolling Stock, Signalling and Communication System, Electrical and Mechanical system for Elevated Section work, Power supply and distribution system, third rail traction electrification and SCADA system design and construction, Automatic Fare Collection System etc. are in various stages of construction. Tender documentation for Design, Manufacture, Supply, Installation, Testing and Commissioning of ECS & ISMS at stations, Electrical and Mechanical system for Elevated stations, Electrical and Mechanical system for underground stations, Platform Screen Door system, Tunnel Ventilation System are presently underway.

A1.2 UG-1 & UG-2 Contractor's Definitive Design Consultant (DDC) has prepared the Definitive Design This Contract package comprises Detailed Design, Detailed Engineering, Prototype Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project and includes a ten (10) year's Annual Maintenance Contract (AMC) commencing after the completion of two (2) years Defects Liability Period.

A1.3 In this Contract, the scope of supply shall cover the requirements of L&E System for Four Underground Stations. This shall include supply of all equipment and facilities to meet the Employer's requirements.

A1.4 The work also includes the provision of operation, maintenance and training manuals, training and support services, DLP, supply of spare parts, special tools, measuring and testing equipment as indicated in the Tender Documents.

A1.5 Not used.

A1.6 The Contractor shall be responsible for carrying out developing key design information keeping in view the projected traffic volume (for East-West Corridor). The Contractor shall also carry out Integrated Testing and Commissioning of L&E System inclusive of Fire protection system in co-ordination with Designated Contractors, under the supervision of the Engineer. He shall also carry out all statutory tests and trials necessary for obtaining sanction of the Competent Authority for opening the L&E System inclusive of Fire protection system for public carriage of passengers and provide assistance and information as required by the appropriate statutory authorities in India.

The scope is as shown in the Tender Drawings and as expressed or reasonably implied in the Tender Documents. The Tenderer is to check the Employer's Tender documents and drawings, carryout detailed design verification, accept the design and modify where ever required to meet the Employers requirement after obtaining the approval of the Engineer and execute the works to the satisfaction of Engineer

A1.7 The Contractor shall be required to undertake maintenance of the entire Works of L&E System for East-West Corridor for the stipulated period and provide guarantee of supply of spares for 10 years.

A1.8 While the responsibility for design, supply and construction of various works of the East West Metro Project are defined in Volume 3 of the Tender Document, the Contractor will be required to closely interface with the contractors of these contracts (Designated Contractors in GCC Clause 1.1.2.4 refers) to ensure that the provision of necessary and adequate accommodation and fixings, for the equipment, ducts, pipes, cables and the other systems to be installed by the Designated Contractors, together with required elements for the architectural finishes, are catered for in the design and construction of the Works.

The Scope of Work for various interfacing works for other Contracts, e.g. Signalling and Telecommunication, Traction Power & Power Distribution, Tunnel Ventilation system, Track Work, Automatic Fare Collection, ECS & ISMS, Rolling Stock, Platform Screen Doors, E & M & UG Stations E&M and Architectural Finishing Contractor etc. shall be but not limited to as described below:

- Cable ducts/cables/hangers/trays for routing all type of cables and connections.
- Earthing and bonding wherever required.
- Provision of ducts where not provided by Civil Contractors and bellows for inter connections.

A1.9 The Scope of Works is further described in Volume 3, Employer's Requirements.

## **A2. Source of Funds**

Not used

## **A3. Eligible Tenderers**

A3.1 The tenders for this Contract will be considered from those sole bidder, consortia and joint ventures that pass the Eligibility Qualification based on submissions with the Tender. Technical bids only of such eligible tenderers will be evaluated.

A 3.2 For an avoidance of doubt, a Tenderer (including all members of a Joint Venture or consortium) shall not be one of the following:

- (i) A firm or an organisation which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project; or
- (ii) Any association /affiliates ( inclusive of parent firm) of a firm or organisation mentioned in sub-paragraph (i) above or;
- (iii) A firm or an organisation who lends, or temporarily seconds the personnel to firms for organisations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

The Tenderer shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request. In case of a consortium, an agreement among the partners should be formed and the same should be registered in India.

#### **A4. Eligible Source Countries for Materials, Plant and Services**

There are no restrictions on the country of origin of Materials, Plants and Services to be provided under the Contract. List of Eligible source countries is given in Annexure 1A.

#### **A5. Qualification of the Tenderer At the time of submission of tender**

A5.1 The Tenderer, to qualify for award of Contract, shall submit notarised written powers of attorney authorising the signatories of the Tender to commit the Tenderer on behalf of member of the consortium or joint venture as the case may be.

A5.2 Where the Tenderer comprises a consortium or joint venture, the Tenderer shall provide the following information as part of the eligibility criteria submission documents:

- (a) A Memorandum of Understanding duly notarised, shall be provided. That Memorandum of Understanding shall be duly registered in India before issuing the Letter of Acceptance. The maximum number of JV/Consortium members should not exceed three (3). Any JV/Consortia member / bidder should not be a non-performing party by any Gov

t. /State Govt/Public Utilities etc. as on the bid submission date.

- (b) Not used.
- (c) Details of the intended percentage participation with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- (d) Not used.
- (e) All members of the joint venture/consortium shall be as a whole responsible for the execution of the Contract in accordance with the contract terms, and a relevant statement to this effect shall be in the Form of Tender and the Articles of Agreement.

- (f) The Tender shall be signed so as to be legally binding on all members of the consortium or joint venture.
- A5.3 The Tenderer shall submit with his Tender, full details of his ownership and control or, if the Tenderer is a joint venture or consortium, full details of ownership and control of each member thereof.
- A5.4 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender 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. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the financial statements will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.
- A5.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under the laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.
- A5.6 A Memorandum of Understanding referred to in A5.2 (a) would rank lower than Contract Agreement.
- A5.7 The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a consortium or a joint venture the Form of Tender shall be signed by the Representative, authorized in the Joint Venture / Consortium agreement to act on behalf of them. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

#### **After the tender is finalized**

- A5.8 Where the Tenderer comprises a consortium or joint venture, the Tenderer shall provide the following information as part of Contact documents submission:
- (a) A Memorandum of Understanding duly notarised, shall be provided. That Memorandum of Understanding shall be duly registered in India before issuing the Letter of Acceptance
  - (b) Nomination of one of the members of the consortium or joint venture to be in-charge. However a Power of Attorney shall not be allowed to take precedence over the Contract Agreement. The Consortium or JV, as a whole shall be responsible.
  - (c) Details of the intended percentage participation with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
  - (d) All members of the joint venture/consortium shall be as a whole responsible for the execution of the Contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Form of Tender and the Articles of Agreement
- A5.9 A Memorandum of Understanding referred to in A5.8 (a) would rank lower than Contract

## Agreement

### **A6. One Tender per Tenderer**

- A6.1 Each Tenderer shall submit only one Tender either by himself, or as a partner in a joint venture, or as a member of a consortium. If a Tenderer submits, or if any one of the partners in a joint venture or any one of the members of consortium participates, in more than one Tender, all the Tenders in which he has participated shall be considered invalid. No firm can be a sub-contractor while submitting a tender individually, or as a partner of a joint venture, or as a member of a consortium, in this tender. A firm, if acting in the capacity of sub-contractor in any tender, may participate in more than one tender, but only in that capacity (as a sub-contractor).
- A6.2 The employer requires that Tenderers and Contractors, observe, the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, employer:
- a) will reject a Tender for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - b) will recognize a Tenderer or a Contractor as ineligible, for a period determined by the employer, to be awarded a contract funded with Government of India if it at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Government of India.

### **A7. Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **A8. Site Visits**

- A8.1 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 Works. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the Site of Works and is aware of the site conditions and all other relevant matters, prior to the submission of his Tender.
- A8.2 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.
- A8.3 The Employer may arrange a Site visit concurrently with the Pre-Tender meeting referred to in paragraph C25.

A8.4 The Tenderer shall note GCC Sub-Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

#### **A9. INTEGRITY PACT**

The bidder/contractor is required to enter into an Integrity Pact with the employer (KMRCL) in the format at Annexure-7. The Integrity Pact enclosed as Annexure-7 will be signed by KMRCL at the time of execution of agreement with the successful bidder. While submitting the bid (through e-Tendering mode), the Integrity Pact shall be signed by the duly authorised signatory of the bidder /lead member of JV. **In case of failure to submit Integrity Pact duly signed and witness along with the bid, the bid is likely to be rejected.**

In case if any contradiction between the terms & condition of the bid document and the Integrity Pact the former will prevail.

A 9.1 Provided always that provision of this Clause A9 of Integrity Pact, shall be applicable only when so provided in Clause A 9.1 below which will also stipulate the name and address of the Independent External Monitor as well as the Name, designation and address of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor.

Whether Clause No A9 (Integrity Pact) shall be applicable \*YES / \*NO

\*Strike out whichever is not applicable

If Yes,

##### **Name and Address of the Independent External Monitor**

Sri Debal Kumar Gayen, IRSME( Retd.),

Ex. Member Staff, Railway Board & Ex Officio Secretary, Govt. Of India,

South city Garden,Tower-5,Flat-5E, 61, B. L. Shah Road, Kolkata-700053, WB, India )

##### **Name, Designation and Address of KMRCL' Liaison Officer**

Sri Prosenjit Chakraborty, Chief Electrical Engineer,

Kolkata Metro Rail Corporation Ltd, KMRCL Bhawan , Munshi Premchand Sarani , Kolkata-700021, WB, India

#### **A10. PREFERENCE TO MAKE IN INDIA**

**The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP(BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, Para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.**



## **B. TENDER DOCUMENTS**

### **B1. Content of Tender Documents**

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for Contract L & E (PHASE-II), as more particularly described in these Tender Documents:

#### **Volume 1**

- **Notice of Invitation to Tenderer**
- **Instructions to the Tenderer (including Annexures)**
- **Form of Tender (including Appendices)**

#### **Volume 2**

- Eligibility Criteria
- General Conditions of Contract
- Special Conditions of Contract (including Schedules),

#### **Volume 3**

- Employer's Requirement Specifications
- General Specification

#### **Volume 4**

Reference Documents:

- KMRCL Conditions of Contract on Safety, Health and Environment (CD)
- Safety, Health and Environment Manual (CD)
- Schedule of Dimensions (SOD)

#### **Volume 5**

- Tender Drawings (in CD ROM)

#### **Volume 6**

- Pricing Documents
- Schedule of Payment

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

### **B2. General Information of Tender Document**

#### **Single-Stage: Two Packages (Technical and Financial)**

A single-stage: Two packages tendering procedure is adopted in this tender. Under this procedure, Tenderers will be invited to submit eligibility criteria documents, technical and financial proposals simultaneously in separate sealed envelopes. The Tender package

comprises of two parts i.e. Part-1 containing Tender Securities, eligibility criteria documents and Technical submissions. Tender Securities and eligibility criteria documents submissions will be opened first for evaluation of eligibility criteria. Those who fail to clear Eligibility criteria, their technical as well as financial tender proposal will be returned unopened. The technical submission will be opened for those Tenderers who pass eligibility criteria evaluation. Part 2 comprising of the Financial Proposal, will be opened for those tenderers who have satisfied all the technical criteria in respect of eligibility, acceptability and responsiveness of their submitted Tenders. Opening of financial proposals shall follow the procedures stipulated. Evaluation of financial proposals shall be consistent with clause E6 of ITT. The financial proposals of the bidders whose technical proposals have been determined not to conform to the technical specifications shall be returned unopened, to the bidders concerned, in accordance with due process.

- B2.1 The line profile for all the sections including stations and tunnels enclosed with the Tender is for general information of the Tenderers and may undergo changes/ revisions from time to time.
- B2.2 The Preliminary Operation Plan to be submitted is for general information and if it is likely to undergo changes/ revisions it shall be with subject to Employer's approval.
- B2.3 The accuracy or reliability of the documents referred to in this Clause B2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with Contract UG-L & E (PHASE-II) is not warranted.

### **B3. Clarification of Tender Documents**

- B3.1 The Tenderer shall check the pages of all documents against page numbers given in indices and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Employer forthwith.
- B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Outline Specifications, reports and Tender Drawings, the Tenderer shall seek clarification from the Employer, not later than the last date of seeking clarification given in the key details of Notice of Invitation to Tender. Any such clarification, together with all details on which clarification has been sought, will be copied to all Tenderers without disclosing the identity of Tenderer seeking clarification. All communications between the Tenderer and the Employer shall be conducted in writing. No further clarification questions will be accepted after the last date of seeking clarifications.
- B3.3 Except for any such written clarification by the Employer which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 above and/or for any other document issued by the Employer, which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer shall be taken to bind or fetter the Employer under the Contract.

### **B4. Amendment to Tender Documents**

- B4.1 The Tenderer is advised that further instructions to Tenderers, corrigenda and addenda may be issued during the Tender Period by Amendments to the Tender documents. Without

prejudice to the general order of precedence prescribed by Clause 1.5 of the GCC, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. The Tenderer shall confirm receipt of such documents and list them in the Tender Submittal.

B4.2 The Tenderer shall note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification, which are to have contractual effect, will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have no contractual effect.

## **C. PREPARATION OF TENDERS**

### **C1. Language**

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages specifically foreign languages, it shall be accompanied by an English translation which is attested/verified duly by an authorised personnel of Indian Embassy/High Commission in that respective Country. The English version shall prevail in matters of interpretation.

### **C2. Documents Comprising the Tender**

C2.1 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, Submit his Tender **in two (2)** separate sealed packages clearly marked with the name of the Tenderer and with

#### **I. KMRCL CONTRACT – UG - L & E (PHASE-II) Technical Package comprising of**

1. Tender Security SEALED along with the proof of purchase of tender document;
2. Eligibility Criteria documents SEALED (One original + One copy + Electronic copy);
3. Complete technical submission documents SEALED (One original + One copy + Electronic copy);

#### **II. KMRCL CONTRACT – UG - L & E (PHASE-II) Financial Package**

Complete Contract Package documents shall be submitted as per the “Instructions for online bid submission”.

These shall be addressed and submitted to the Managing Director, KMRCL at the address given in the Tender Documents.

C2.2 The Tenderer shall submit the following documents duly completed with the Tender submission:

#### **I. TECHNICAL PACKAGE**

##### **a) Tender Security Submission Envelope**

Tender Securities – in enclosed envelope clearly marked.

##### **b) Eligibility Criteria Submission Envelope**

One original and one copy of the following documents corresponding to eligibility criteria in separate envelopes duly marked as “Original” and “Copy”:

- (i) Letter of Undertaking (See paragraph E2)
- (ii) Letter of Application
- (iii) Letter of participation from each member of the JV / Consortium
- (iv) Evaluation Criteria including Filter of Applicants-Check List
- (v) Questionnaire with Verification Statement

- (vi) The tender from JV/Consortium shall be signed so as to legally bind all partners jointly and severally and Tender shall be submitted with a copy of Joint Venture / Consortium / agreement.

In addition an electronic copy of all the above shall be provided.

c) Technical Submission Envelope

One original and one copy of the following documents in separate envelopes, duly marked as "Original" and "Copy":

- 1) Paragraphs C2.3 (a) to C2.3 (t) without Price for C2.3 (d), Pricing Document.
- 2) Paragraphs C2.4 (a) to C2.4 (h).

In addition an electronic copy of all the above shall be provided.

## II. FINANCIAL PACKAGE

Financial Package shall contain the documents as referenced under paragraphs C2.3 (a), (b), (c) and (d). One original and one copy of these documents shall be provided in separate envelopes, duly marked as "Original" and "Copy". In addition an electronic copy of the above shall be provided.

In submission of the Tender (Tender Security, Eligibility Criteria, Technical submission and Financial Package), the Tenderer shall assign a person in writing to submit the Tender accompanied by the original of the Tender Security which shall be submitted in a separate envelope.

Should any further document be required pursuant to paragraphs C2.3 (s) and C2.4 (h) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

C2.3 The Tenderer shall submit as his Tender the following documents, duly completed which, in the event of acceptance of the Tender, shall form part of the Contract:

- a) Form of Tender (Without appendices);
- b) Appendix 1 to the Form of Tender; Contract Conditions;
- c) Appendix 1A to the Form of Tender; Contract Key Dates;
- d) Appendix 2: Pricing Document
- e) Appendix 3: Outline Quality Plan
- f) Appendix 4: Outline Safety Plan
- g) Appendix 5: Outline Environment Plan
- h) Appendix 6: Tenderer's Technical Proposal
- i) Appendix 7: Outline Project Management Plan
- j) Appendix 8: Structure of Tenderer
- k) Appendix 9: Tender Index
- l) Appendix 10: Form of Declaration of Non- Engagement of any Agent, Middleman or Intermediary

- m) Appendix 11; Statement of Deviation including Undertaking
- n) Appendix 12: Not Used
- o) Appendix 13: Form of Certificate confirming receipt of all Addenda
- p) Appendix 14: Form of Certificate confirming submission of all Documents of Financial Package in the Technical Package with Prices Left Blank.
- q) Appendix 15: List of Proposed Subcontractors/Vendors
- r) Appendix 16: Undertaking for change in Scope of Work
- s) Any further documents which have been requested in accordance with paragraph B4.2 above.
- t) Annexure 4 to the Instructions to the Tenderer - Undertaking on copyright (see paragraph E2).
- u) Details of providers of performance guarantees (see paragraph C19 below)

C2.4 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.4 (a) – C2.4 (i) inclusive. Such documents will be used for the purposes of evaluating and Analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- a) Full details of ownership and control of the Tenderer (see paragraph A5.3 above);
- b) Separate Tender Programme and proposed Design Submission Programme (see paragraph C8);
- c) Proposed Construction Method Statement (see paragraph C9);
- d) Details of works including specialist work proposed to be sub-contracted (see paragraph C11);
- e) Details of providers of performance guarantees (see paragraph C19 below);
- f) Details of Tenderer's Equipment (see paragraph C13 below);
- g) Proposals for use and reinstatement of Works Areas (see paragraph C14 below);
- h) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract.
- i) All documents corresponding to Eligibility Criteria Requirements indicated in Volume 2 of the Tender Document.

The Tenderer shall also submit a soft copy (CD-in MS Office Software format) of all the Tender submissions in the respective package (Technical and Financial package) but in case of any discrepancy, the hard copy shall prevail.

C2.5 Deemed Export Benefit - NOT USED

C2.6 The Tenderer shall quote his Contract Price in accordance with clause 11 of GCC and corresponding clause of SCC.

C2.7 The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a consortium or a joint venture the

Form of Tender shall be signed by the Representative, authorized in the Joint Venture / Consortium agreement to act on behalf of them. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

- C2.8 Appendix-2 to the Form of Tender (Pricing Document) shall be duly totalling the amounts apportioned under each schedule (Schedule X and Schedule Y and Appendix D1) and the Tender Total. Similarly monthly cash flows for the Contract, as per Payment Schedule are to be completed.
- C2.9 Price Breakdown as in the format given at Appendix A1 to A8 and G1 to G7 (except Appendix G4) under Schedule X and Appendix B1 to B8, Appendix D2, D3 under Schedule Y and Appendix D1 (for AMC) of the Pricing Document are to be completed. Schedule X, Schedule Y and Appendix D1 (for AMC) will form the part of same contract UG – L&E (Phase-II)
- C2.10 Pricing of unqualified withdrawal of Conditions, Qualifications, and Deviations, etc. as per the format given in Appendix I of the Pricing Documents for all the deviations submitted in Appendix -11 to Form of Tender is to be completed. Deviations submitted elsewhere will be considered 'Null and Void' and deemed to have been withdrawn. Total price for unconditional Withdrawal of Deviations as per Appendix I shall be added to the contract price for the purpose of Evaluation.

### **C3. Project Management Plan**

In order to ensure satisfactory execution, achievement of Key Dates and timely completion of the Works, the Tenderer shall submit an outline Project Management Plan with his Tender. This Plan, in co-ordination with the Tender Programme, shall clearly demonstrate the Tenderer's proposed management system, methods, procedures, processes, organization, sequences of activities, etc., required to meet the Key Dates and the Completion Date. A narrative shall describe the sequence, nature and inter-relationship of the main activities including timing for exchange of information.

Within 30 days of the award of the Contract, the Contractor shall submit a detailed Project Management Plan. The General Consultant to the Employer shall review it and has the right to ask for necessary amendments to the Project Management Plan to ensure that Key Dates will be met and that requirements for the activities of the Designated Contractors have been called for.

The bidder shall also take into consideration the close cooperation with other contract packages of this project in order to avoid interruption and remobilization. The works and time schedule of other related packages shall be taken into account by the E&M contractor and the methodology of interface management shall be included in the works program which will be submitted by the contractor after award.

### **C4. Quality Assurance and Quality Plan**

- C4.1 The Contractor shall establish and maintain a Quality Assurance System in accordance with Vol. 3 (Part 2), Specifications, Clause 2.5, for design verification, balance design, installation, testing and commissioning procedures and the interfaces between them and other contractors.

This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems which the Tenderer already maintains.

C4.2 The Tenderer shall submit Appendix 3 of the Form of Tender as part of his Tender Outline Quality Assurance and Quality Plans illustrating the intended means of compliance with Vol. 3 of the Employer's Requirements and setting out in summary form an adequate basis for the development of the more detailed documents required under Clause 33 of the SCC. The Outline Quality Assurance and Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

#### **C5. Outline Safety, Health and Environmental Plan**

C5.1 The Tenderer shall submit Appendix 4 of the Form of Tender as part of its Tender an Outline Safety, Health and Environmental Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety, health and environment procedures. The Outline Safety, Health and Environment Plan shall include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required in the Employer's Requirements (Volume 3), Conditions of Contract – Safety Clause 4.16, Health and Environment Clause 4.17.

C5.2 The Outline Safety, Health and Environmental Plan shall be suitably identified with a formal statement of policy in relation to safety, health and environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in accordance with Clause 4.16 and 4.17 of the GCC.

C5.3 The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health and Environmental Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

#### **C6. Tenderer's Technical Proposals**

C6.1 The Tenderer shall submit as part of his Tender, the Tenderer's Technical Proposals as described in Annexure 2 hereto.

C6.2 The Tenderer shall be required to amplify, explain and develop the Tenderer's Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract.

C6.3 Only those aspects of the Contractor's Technical Proposal that the Employer (at sole discretion) considers clearly conforming will form part of the Contract.

#### **C7. Designer**

C7.1 The Tenderer shall note the requirements of warranties and obligations contained in Schedule 8 of the SCC.

C7.2 The design/design validation of the Temporary and Permanent Works shall be undertaken by



a qualified and competent designer (the Designer), experienced in the types of construction required under the terms of the Contract.

C7.3 The Tenderer shall submit with his Tender either the proposed terms and conditions upon which the Designer would be appointed in the event of acceptance of the Tender (excluding the financial and commercial terms thereof).

**C8. Tender Programme and Proposed Design Submission Programme**

C8.1 The Tenderer shall submit with his Tender, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages, inputs required by the Contractor from Employer & other services and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure 1 to these Instructions to Tenderers.

C8.2 The Tender Programme shall be prepared in terms of weeks from the Date for Commencement of the Works.

C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 4.13 of the GCC.

C8.4 The Tenderer shall submit with his Tender his proposed Detailed design verification Programme to cover the Design Phase. Such proposed programme shall:

- (a) be consistent with the Tender Programme and accord with the Employer's Requirements (Volume 3);
- (b) make adequate allowance for periods of time for review by authorities whose approval is necessary;
- (c) include a schedule identifying, describing, cross-referencing and explaining the Design packages and Submissions which the Tenderer intends to submit;
- (d) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete his co-ordinated design/construction in the knowledge that such design will be compatible and co-ordinated with others and allowing adequate time for the Employer's assessments and decisions.

The proposed Design Submission Programme submitted at the time of Tender shall be modified and developed as necessary to incorporate the Employer's programme requirements in respect of review by the Employer and the Engineer.

C8.5 The Tenderer's attention is drawn to the requirements of Clause 4.13 of the GCC and Vol. 3 of the Employer's Requirements and the requirements that the Initial proposed Works Programme and Design Submission Programme shall be submitted within 28 days of date of issue of Notice to Proceed (NTP). However, the Tenderer shall note that he may be required to amplify, explain and develop his Tender Programme and the proposed Design Submission Programme prior to award of Contract.

### **C9. Manufacture, Installation, Testing and Commissioning**

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to carry out the Works, whether on the Site, off-site but in India, or offshore. The execution methods to be employed will be analysed during the Tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

### **C10. Maintenance**

C10.1 The Contractor shall be responsible for maintaining the Works for 2 years during DLP. The Contractor is to ensure the availability of spares for 2 years during this DLP period. The Contractor shall build up sufficient stock of spares including consumables for attending to DLP maintenance. Contractor is required to replace original spares only and take the released defective equipment to their workshop against indemnity bond for analysing the cause of failure and provide a failure report to the employer with corrective measures to be implemented.

C10.2 The Contractor shall be responsible for making good any and all defects of materials and workmanship, in the Works for the period stated in the General Conditions of Contract and Special Conditions of Contract.

C10.3 The Contractor shall be responsible for the security of the Site during construction, installation, testing and commissioning phase of the Contract.

### **C11. Sub-Contracts**

If bidders planning to subcontract any of the key activities indicated in FOT Appendix 15

C11.1 The terms and conditions of sub-contracts and/or suppliers and the payments due to them shall be the sole responsibility of the Contractor.

C11.2 The Contractor shall ensure that any warranties or guarantees from subcontractors and/or suppliers, still in force at the expiry of the Contract Period or termination of the Contract, are capable of being assigned to the Employer.

C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the Contract Price.

### **C12. Staffing Schedule and Related Details**

C12.1 The Works:

- a) The Tenderer shall submit with his Tender a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design including verification, detail engineering or the construction of the Works. The submission shall

include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The Tenderer's attention is drawn to the provisions and requirements of Clauses 32 and 41 of the SCC.

- b) The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with the other designers and contractors.
- c) The key staff shall be from that member of the JV/Consortia as proposed in the eligibility criteria document.

**C12.2 Management Office:**

- a) Within two months upon the Date of Letter of Award, the Contractor shall establish an office in Kolkata to house all of his staff and Designer. Progress payment will be withheld if the staff or Designers are found not permanently stationed in Kolkata.

**C13. Tenderer's Equipment**

The Tenderer shall submit with his Tender a schedule of the main items of Equipment which he intends to use for carrying out the Works, indicating the activities for which each item will be used. The Tenderer shall specify in each case:

- (a) if he owns or intends to purchase such items, and
- (b) if he intends to enter into hire, hire purchase or leasing or charter-party arrangements.

**C14. Proposals for Use and Reinstatement of Work Areas**

C14.1 The Tenderer shall note the requirements of the Land Acquisition Act, 1894.

C14.2 The Tenderer shall note the provision contained in the Employer's Requirements.

C14.3 The Tenderer shall show, in outline, his proposed site layouts for:

- (a) accommodation and other facilities.
- (b) fabrication and storage areas.

The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services necessary for the construction and completion of the Works

**C15. Financial**

C15.1 The Financial Information Document is included in Volume 6. The Tenderer shall complete the Document in accordance with the instructions given therein and elsewhere in the Tender Documents. The completed Document shall be submitted as Appendix 2 to the Form of Tender.

C15.2 The Tenderer is to note the Key Dates given in Appendix 1A to the Form of Tender. These are to be adhered to strictly, failing which Liquidated Damages as per item 4 of Appendix 1 to the Form of Tender shall be applied. Prior to the Date of Commencement, Key Dates will be converted to calendar dates applicable to each Schedule X and Y.

C15.3 Not used

C15.4 Not used

C15.5 Pricing Documents

C15.5.1 NOT USED

C15.5.2 The Tenderer is to note that Key Dates are to be determined by reference to periods from the Commencement Date of the Works which is date of (LOA). Periods for each stage of work are given in Appendix -1A to the Form of Tender.

C15.5.3 NOT USED

C15.5.4 NOT USED

C15.5.5 The Contract Price shall be adjusted in accordance with the Price Variation provisions stated in Vol. 2, SCC, Clause 48.

C15.6 NOT USED

#### **C16. Currencies of Tender**

C16.1 (a) The tenderer shall quote (if applicable) the price for inputs to the Works, which are expected to be supplied from within India, including taxes, royalties, State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST), Integrated Goods & Service Tax (IGST) and other levies payable to various authorities in India, in Indian Rupees.

(b) Maximum number of currencies of payment shall not be more than three including local currency (INR). The two foreign currencies can be either from Japanese Yen, Euro or US Dollar.

(i) For input to the works, which are expected to be supplied from within India shall be in Indian Rupees.

(ii) For those inputs to the works, which are expected to be supplied from outside India, shall be in freely tradable foreign currencies.

C16.2 Interim payments will be certified and paid in accordance with the provisions of Clauses 11.4 and 11.5 of GCC in the currency shown in the Tender Total.

C16.3 For the purpose of comparative evaluation of the offers, all tender prices will be converted to Indian Rupees as described in Clause E6.5 of Instructions to Tenderers.

#### **C17. Tender Validity**

C17.1 The Tender shall be valid for a period of 120 days from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing, by facsimile or email (from delegated personnel). A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security for the period of the extension.

C17.2 Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the tender at a later date will be entertained.

#### **C18. Tender Security**

C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in Appendix 1 to the Form of Tender in the form of an irrevocable bank guarantee issued by a Scheduled Commercial Bank in India or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with 2<sup>nd</sup> Schedule in the form given in Annexure 3 to the Instruction to Tenderers. Any member of the JV or Consortium is permitted to furnish the tender Security with an assurance from the other JV or Consortium members to back such a Security. The Tender Security shall be submitted in a sealed envelope clearly marked on top “Tender Security for Contract –UG -L&E (Phase - II).” The Tender Security shall remain valid for a period of 28 days beyond the validity period for the Tender and including extension periods.

C18.2 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C18.4 The Tender Security of the unsuccessful Tenderers shall be released when the Contract has been signed with the successful Tenderer.

C18.5 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer refuses to accept the corrections of errors in his tender, or;
- (c) if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (i) fails or refuses to furnish the Performance Security and/ or
  - (ii) fails or refuses to enter into a Contract within the time limit specified in paragraph F4 of “Instructions to Tenderers”

#### **C19. Performance Guarantee, Undertaking and Warranties**

C19.1 Since the Consortium or JV shall have to be registered in India before issue of LOA, the PG shall be submitted by registered Consortium or JV in accordance with Sub-Clause 4.2.1 of the GCC; and relevant SCC Clause 24 ;

C19.2 Not Used.

C19.3 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.

C19.4 The Tenderer shall note that all Guarantees shall be executed prior to signing of the Contract.

**C20. Labour**

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour and complying with the statutory Employment Conditions.

**C21. Other Contractors**

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to the Designated Contractors.

**C22. Insurance**

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract.

**C23. Tender Index**

The Tenderer shall include with his Tender an index as per Appendix 9 to the Form of Tender which cross refers all of the Employer's Tender Requirements elaborated in these documents to all the individual sections within the Technical Package and the Financial Package that the Tenderer intends to be the responses to each and every one of those requirements.

**C24. Alternative Proposals by Tenderers**

No alternative proposals shall be submitted.

**C25. Pre-Tender Meeting**

C25.1 A Pre-Tender meeting shall be held on the date and location given in the Key Details of Notice of Invitation to Tender (NIT).

C25.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C25.3 The Tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.

C25.4 The text of the questions raised by all the Tenderers and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C25.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

**C26. Format and Signing of Tender**

- C26.1 The Tenderer shall prepare and submit one (1) original of the Tender Security Package, one (1) original , one (1) copy and one (1) electronic copy of the documents corresponding to the eligibility criteria, one (1) original, one (1) copy and one (1) electronic copy of the Technical submission of the Tender, and one (1) original, one (1) copy and one (1) electronic copy of the Financial Package, as described in paragraph C2 of these Instructions to Tenderers clearly marked "ORIGINAL" and "COPY". In the event of any discrepancy between them, the original shall prevail.
- C26.2 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original and all copies shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs A 5.1or A5.2, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.
- C26.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

## **D. SUBMISSION OF TENDERS**

### **D1. Sealing and Marking of Tender**

- D1.1 The Tenderer shall seal the 'Tender Security' in a separate envelope duly marked "Tender Security for Contract UG - L&E (PHASE-II).
- D1.2 The tenderer shall seal the original and copy of all the documents corresponding to eligibility criteria in separate envelopes, duly marking them as "Original" and "Copy". The Tenderer shall seal the original and copy of the Technical submission in separate envelopes, duly marking them as "Original", and "Copy". All the envelopes of the Technical Package (tender security envelope, eligibility criteria envelope, technical submission envelope) shall then be sealed in an outer envelope.
- D1.3 Likewise, the Tenderer shall seal the original and copy of the Financial Package in separate envelopes duly marking the envelopes as "Original" and "Copy". Both envelopes of the Financial Package shall be sealed in an outer envelope.
- D1.4 All the inner and outer envelopes shall be addressed to the Employer at the following address:

To:

Managing Director  
Kolkata Metro Rail Corporation Limited,  
KMRCL Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> floor), HRBC Complex  
Munshi Premchand Sarani,  
Kolkata-700 021,  
India;

- (a) Bear the following identification for Tender Security:  
TENDER SECURITY  
Tender Reference Number: Contract – UG- L&E (PHASE-II)  
DO NOT OPEN BEFORE (Date and time of opening of tender)
- (b) Bear the following identification for Eligibility criteria submission  
ELIGIBILITY CRITERIA  
Tender Reference Number: Contract – UG- L&E (PHASE-II)  
DO NOT OPEN BEFORE (Date and time of opening of tender)
- (c) Bear the following identification for Technical Submission:  
TECHNICAL SUBMISSION  
Tender Reference Number: Contract – UG- L&E (PHASE-II)  
ONLY TO BE OPENED IF SATISFYING THE ELIGIBILITY CRITERIA

Name and address of the Tenderer should be specified to enable the submission to be returned unopened in case tender is declared late pursuant to paragraph D2, or eligibility criteria is not met pursuant to E4.1



- (d) Bear the following identification for Financial Package:

**FINANCIAL PACKAGE**

Tender Reference Number: Contract – UG- L&E (PHASE-II)

**ONLY TO BE OPENED IF TECHNICAL PACKAGE IS SATISFACTORY**

Name and address of the Tenderer to enable the package to be returned unopened in case tender is declared late pursuant to paragraph D2 or not found satisfactory pursuant to E5.

- D1.5 If the outer envelope of any of the Package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the same.

**D2. Late or Delayed Tenders**

- D2.1 Tenders must be received by KMRCL, the Employer, at the address, date and time specified in the Notice of Invitation to Tender. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

- D2.2 Any Tender received by the Employer after the deadline for submission of Tenders stipulated will be rejected and returned unopened to the Tenderer.

**D3. Modification, Substitution and Withdrawal of Tenders**

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

- D3.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and submitted before the deadline for submission. Such envelope shall be additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- D3.3 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

## **E. TENDER OPENING AND EVALUATION**

### **E1. Tender Opening**

- E1.1 The Tender Security and Eligibility Criteria envelopes will be opened in the presence of the Tenderers at the time and date as specified in the Notice of Invitation to Tender in the Employer's Office of KMRCL Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> Floor), HRBC Complex, Munshi Prem Chand Sarani, Kolkata-700 021
- E1.2 Tender which is not accompanied by a valid Tender Security, or is accompanied by an unacceptable or fraudulent Tender Security shall be considered as non-compliant and rejected.
- E1.3 Envelopes marked "WITHDRAWAL" shall be opened first and the name of the Tenderer shall be read out. Tender for which an acceptable notice of withdrawal has been submitted shall not be opened. Subsequently, envelopes marked "MODIFICATION" and "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.
- E1.4 The Tenderer is advised that the Employer's policy in respect of comparison of Tenders is that the Technical Package is to determine their eligibility, acceptability and responsiveness to the Employer's Requirements. Unacceptable and unresponsive Tenders will be rejected and the corresponding Financial Package will be returned unopened.
- E1.4A Those who fail the Eligibility Criteria Evaluation, their Technical as well as financial submissions will be returned unopened. Technical submission envelope will be opened for shortlisted Tenderers who qualify in Eligibility Criteria evaluation pursuant to E4.1. The date, time, and place of opening will be advised to only the Tenderers who have qualified Eligibility Criteria and have been found acceptable so that they can be present at the stipulated time of opening of Technical submission envelope.
- E1.5 The Tenderer is to note that Financial Package of tender submissions of which Technical Packages have satisfied the review in sub-paragraph E4.1, E5.1 to E5.4 will be opened with the tender sums posted. The date, time, and place of opening will be advised to only the Tenderers who have qualified technically and have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.
- E1.6 The Employer shall prepare minutes of the tender opening, including the information disclosed to all Tenderers' representatives.

### **E2. Confidentiality of Tender Information and Copyright**

- E2.1 The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications, are issued for the purpose of inviting Tenders only. The Tenderer shall not disclose any information, contained in the documents or otherwise supplied in connection with this Invitation to Tender, to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, his Tender will be rejected. The Tender Drawings and documentation prepared by the Employer shall be used solely for the

tendering purpose only. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A letter of undertaking is attached in Instruction to Tenderers - Annexure 4 and shall be completed by the Tenderer and returned in the Technical Package.

E2.2 Information relating to the evaluation of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.

E2.3 Any attempt by a Tenderer to influence the Employer in the evaluation of tenders or Contract award decisions shall result in rejection of his tender.

### **E3. Clarification of Tenders**

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile or email (from delegated personnel), but no change in substance of the tender shall be sought, offered or permitted. The employer may also seek confirmation/clarification from the clients mentioned by the bidders for the purpose of evaluation.

### **E4. Eligibility criteria of Tenders**

E4.1 Eligibility Criteria submission should be complete with all necessary documents, annexures which will be used to evaluate the tender, answers to Eligibility questionnaires, credentials regarding work experience etc. and other documents as mentioned and required as per the eligibility criteria requirements in Vol-2.

Eligibility Criteria Evaluation is a pass /fail evaluation, therefore all bidders are requested to read the document carefully and submit all documents.

Prior to the detailed technical evaluation of tenders, the Employer will determine whether each tender:

- a) is accompanied by the required Tender Security; and
- b) has been properly signed by the authorized personnel.
- c) Pass the Eligibility Criteria Evaluation

### **E5. Technical Evaluation**

E5.1 Only such Tenderers who qualify Eligibility criteria evaluation pursuant to paragraph E4.1 above will have their Technical Proposal evaluated by the Employer. The requirements for the Tenderers Technical Proposal submissions are provided for in Annexure 2 of this ITT.

E5.2 Evaluation of qualifying conditions

Tenders which:

- a) seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the Contractor in the Tender Documents; or
- b) fail to commit to the dates specified for the completion of the Works under Form of Tender - Appendix-1A of the Key Dates Schedule; shall be deemed as unqualified and rejected.

#### E5.3 Responsiveness

The Employer will determine whether each Tender is of acceptance quality, is complete and is substantially responsive to the tender documents. For the purposes of this determination, a substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the Tender documents without material deviations, objections, conditionality's or reservation.

#### E5.4 Tenders which are

- not fulfilling the Employer's Requirements as per E5.1 above,
- not fulfilling the qualifying conditions as per E5.2 above, and
- not substantially responsive as per E5.3 above,

Shall be rejected by the Employer.

E5.5 However, the Employer may consider to waive minor informality, nonconformity or irregularity after technical evaluation that does not constitute major material deviation, whether or not identified by the Tenderer in Appendix -11 of FOT, Volume 1, Statement of Deviations, of this Tender, and that does not prejudice or affect the relative ranking of any Tender as a result of the financial evaluation, pursuant to paragraph E6.

E5.6 If any Tender is rejected, pursuant to paragraph E5.4 above, the Financial Package of such Tender shall be returned unopened to the Tenderer.

#### **E6. Financial Evaluation**

E6.1 The financial proposals which comply with the Eligibility criteria evaluation, paragraph E4.1 above and "Technically Qualified" and compliant, pursuant to paragraphs E5.1 to E5.4 above, will be evaluated.

E6.2 The comparison of Tenders will be based on the quoted contract price as shown in "Summary of Costs" of the Pricing Document, Vol. 6.

E6.3 The Employer's evaluation will however take into account, any additions or omissions to the Tender Total as indicated in the Pricing Document, the cost of any additions or omissions arising from all the quantifiable deviations.

In respect to such financial, contractual and technical deviations, the Tenderer's Total will be adjusted accordingly and will be evaluated using pricing information available to the

Employer.

#### E6.4 Correction of Errors

Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Any such errors will be corrected by the Employer.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to the above procedure.

If the Tenderer does not accept the correction of errors, his tender will be rejected and the Tender Security forfeited.

#### E6.5 Conversion to Single Currency for Comparison of Tenders

Tenders will be compared in Rupees only. This will be achieved by converting the Foreign Currency portion into Rupees at the rate of exchange obtained from Aid Account and Division, MOF, Govt. of India at the close of business on the last working day, twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

#### E6.6 Price variation:

Price variation that may accrue from 28 days prior to the date of tender submission will not be considered in the evaluation.

#### E6.7 Employer' Rights of Variation

The Employer reserves the right to accept or reject any deviation. Variations, deviations, and other factors which are in excess of the requirements of the Tender documents or otherwise result in the accrual of unsolicited benefits to the Employer will not be taken into account in the tender evaluation.

### **E7. Post-Qualification**

E7.1 Notwithstanding the Tenderer has passed the prequalification exercise, the Employer may determine again to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.

E7.2 The determination will take into account the Tenderer's financial, technical and production capabilities, in particular the Tenderer's contract work in hand, future commitments and current litigation.

It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer to this Tender, as well as such other information as the Employer deems necessary and appropriate.

- E7.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Employer will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- E7.4 The capabilities of the subcontractors and vendors proposed in the tender to be used by the lowest evaluated Tender will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a subcontractor or vendor be determined to be unacceptable, the tender will not be rejected, but the Tenderer will be required to substitute an acceptable vendor or subcontractor and after discussion between the Employer and the Tenderer. Appendix 15 to the Form of Tender shall be completed, listing the proposed Subcontractors/Vendors for each item concerned which complies with the requirement given in GCC Clause 4.5 and SCC Clause 2.

## **F. AWARD OF CONTRACT**

### **F1. Award**

F1.1 Subject to paragraph F2, the Employer may award the Contract corresponding to Schedule X and Schedule Y of Volume- 6 to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph A5, E4, E5 and E6 and who has offered the lowest evaluated tender price as per clause E6 of ITT.

### **F2. Employer's Right to accept any Tender and to reject any or all Tenders**

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time, by notice in writing to the Tenderers, terminate the tendering process.

F2.2 The Tenderer shall note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to provide the Performance Security or other specified documents or fails to execute the Contract Agreement as per Clause F4.

F2.3 The Employer is not bound to accept any tender that has been rejected by JICA in accordance with Clause F6.1 of the ITT.

### **F3. Notification of Award**

F3.1 Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to paragraph C17, the Employer will notify the successful Tenderer by facsimile or email (from delegated personnel) confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the amount which the Employer will pay the Contractor according to Schedule X , Schedule Y & Appendix D1 for AMC separately in consideration of the execution, completion, and remedying any defects in the Works by the Contractor as prescribed by the Contract. Date of issue of Letter of Acceptance for both contracts shall be the Commencement date of the Contract (NTP).

F3.2 In the event of award of the Contracts, the following will be the sequence of events in the order given below.

- a) Approval by Competent Authority;
- b) Letter of Acceptance;
- c) Signing of Contract;

### **F4. Signing of Agreement**

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the single Contract Agreement in the form specified in Schedule to Special Conditions of Contract with such modifications as may be considered necessary at the time of finalization of the contract within a period of 45 days from the date of issue of the Letter of Acceptance. The registration cost of the Contract Agreement, if any, as per statute,

shall be borne by the Contractor. Six copies of Contract Documents set in original shall be submitted.

**F5. Performance Guarantee**

- F5.1 The Performance guarantee required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from a Scheduled Commercial Bank in India or from a Scheduled Foreign Banks in the respective currency in which tender is accepted. The Performance guarantee shall be furnished to the Employer within 28 (twenty eight) days of receipt of the Letter of Acceptance.
- F5.2 The Tenderer shall furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.3 Within 28 (twenty eight) days of receipt of the Letter of Acceptance (LOA) from the employer, the successful tenderer shall furnish to the employer performance guarantee as per clause F5.1 above.
- F5.4 Failure of the successful tenderer to comply with the requirements of paragraph F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender securities.

**F6. Fraud and Corruption**

- F6.1 The Employer will reject a Tender for award if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract.



**CONTRACT UG- L&E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 1 REQUIREMENT FOR TENDER PROGRAMME**

- (1) The Tender Programme shall show how the Tenderer proposes to organise and carry out the works under the scope by the given Key Dates.
- (2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wise Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- (3) The Tender Programme shall take account of the Tenderer's proposed Design Submission Programme and shall indicate, as far as possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- (4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- (5) The Tenderer shall have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers, that during the Tender Evaluation Period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Tenderer shall, in the preparation of the Tender Programme, take due account of the provisions of the Employer's Requirements Vol. 3 in so far as they concern the Works Programme.
- (6) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, design verification, manufacture, supply, installation, testing, commissioning and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- (7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- (8) All programmes shall include design, procurement periods, major material, offsite production/ prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors, etc.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT UG- L&E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 1**  
**PROGRAMME LOGIC DIAGRAMS**

**Tentative Works Implementation Programme**

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT UG- L&E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 1A LIST OF ELIGIBLE SOURCE COUNTRIES**

**ALL COUNTRIES ARE ELIGIBLE ON DATE**

## **CONTRACT UG- L&E (PHASE-II)**

### **INSTRUCTIONS TO TENDERERS**

#### **ANNEXURE 2 REQUIREMENTS FOR TENDERER’S TECHNICAL PROPOSALS**

##### **Scope of Work**

Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing and Commissioning (including integrated testing & commissioning), Training of personnel, Demonstration of Performance of System/ Equipment and Annual Maintenance Contract of Lifts & Escalator System for Four Underground Station.

- Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery to site, Storage at Site, Installation, Testing & Commissioning (including integrated testing and commissioning), Trial runs, Demonstration of Performance Guarantee of the equipment and System, Submission of O & M Manuals, DLP, Supply of Contract Spares, Training of Staff, Annual Maintenance Contract and co-ordination with Designated Contractors for a complete system necessary to deliver the requirements of the contract.
- Preparation of final detailed Construction drawings/ General Arrangement Drawings and layouts to achieve the desired performance characteristics for submission to the Engineer for obtaining notice of no objection.
- Equipment and Installation shall comply with all relevant Codes, Standards and Regulations specified in the Tender document.
- Include all minor civil works associated with Lifts & Escalators System works at four underground stations and making and painting the civil works thus carried out as required is included in Contractor’s scope. However all major foundations wherever required are carried out by the Civil Contractors.
- Maintenance/Housekeeping of the premises during Construction and Implementation stage.
- De-mobilisation, clearing of all temporary works and facilities after completion of job.
- Interface and coordination with Underground Contracts for Civil and Plumbing & Drainage works; Tunnel Ventilation System Contract; Environmental Control System Contract and E & M Contract (including Fire Protection System). Interface with all other UG Station Civil and Architectural finishes Contracts and UG E & M Contract (including Fire Protection System).
- Preparation of Operation and Maintenance Manual, Training Manual, Training of maintenance / Operation personnel.
- Preparation of working drawings and “As Built” drawings
- Obtaining the clearance certificate from Electrical Lift Inspector, RDSO and CRS and any other relevant statutory authorities as applicable.
- Obtaining the Fire clearance certificate from Fire authorities and other statutory authorities as applicable.

- Warranty Obligations during Defect Liability Period.
- 10 years Comprehensive Maintenance coverage of the entire system executed under the Scope of this tender beyond Defects Liability.
- Detail engineering, equipment sizing and selection based on Sustainable Design, Energy efficiency and obtaining highest level of LEED Accreditation.
- Providing all the required civil works details/inputs including foundations, inserts, openings and other structural works required for the erection of Equipment, system and sub-system to the Civil Contractor (Underground) stations Architectural Finishes Contractor in time for casting.
- Works to be performed shall also include all general works preparatory to the above mentioned works of any kind necessary for the due and satisfactory execution, completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best Engineering standards and orders that may be issued by the Engineer from time to time, compliance by the agency with all Conditions of Contract, supply of all materials, apparatus, plants, equipment, tools, fuel, water, transport, offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversion, temporary fencing, lighting and watching required for the safety of the public and protection of works on adjoining land; first-aid equipment, sanitary accommodation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, provident fund, fees, royalties, duties or the other charges arising out of the erection of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion.
- Any other item of work as may be required to be carried out for completing the work under this Contract in all respects in accordance with the provisions of the Contract and/or to ensure the safety of installation during and after execution.
- The proposed capacities, sizes, of sub-systems/equipment in Lifts & Escalators system, as a result of the design development shall be demonstrated by a proper design and testing / simulation study and subject to review by the “Engineer” and Notice of No Objection by the Employer.
- The Contractor shall be fully responsible for obtaining relevant safety certificate or any other approvals required from statutory authorities for installation, commissioning and operating the Lifts & Escalators System before Revenue Service and submit the certificate to the employer immediately.
- The Contractor shall provide adequate signage and graphics on the Lifts & Escalators System to comply with statutory requirements, for the safe and proper use of equipment, and for user’s convenience.
- Incoming cable connections / arrangement for Power supply at 415 V, 3 phase, 50 Hz to the Lifts & Escalators will be provided by the E & M Contractor up to an Isolator at a specified location on lift wall/escalator pit/escalator room if any at U/G Stations. The Lifts & Escalators Contractor is required to provide suitable connection from these Isolators to their respective Control panels which include cables, cable containment and termination at both ends.

- To ensure there is no touch voltage hazard between the Lifts & Escalators System and the station structure. The same will be bonded directly to the station earth / return rail.
- The Ohmic value from any point on the Lifts & Escalators System structure to the station earth terminal will not exceed  $0.1\Omega$  providing the station earth terminal is 25m of the Lifts & Escalators System.
- It is possible that a potential difference may exist between the Lifts & Escalators System and the vehicle. If a potential difference does exist it is the responsibility of the contractor to ensure that this is maintained at a safe level and does not cause a touch voltage hazard between the Lifts & Escalators System and the vehicle.
- For each Station, the power supply shall be provided by the Designated E&M Services Contractor which will be derived from the station essential power supply, The Isolator shall be provided by the L&E contractor. All necessary UPS / Power pack Back up for control supply of Lifts & Escalators shall be made available by Lift & Escalator Contractor. Only Generator back up power supply will be made available.
- Spare parts.
- Presentations, reviews and audit support as specified in the Specification.
- Interface management as specified in the Specification.
- System operations and maintenance support services.
- Training for the Employer's Engineers and Training Instructors, operations staff, maintenance staff and Engineering staff.
- Integrated System testing.
- The Contractor will have to interface with the following designated Contractors / Consultants as a minimum during the course of execution as part of Design and Construction interfaces.
  - i. Contractor (Underground) for Civil, Structure and Architectural works, UG Station Architectural finishes contractors.
  - ii. Contractor for U/G-E&M (R), U/G-ECS, and UG- PSD (R) & UG/TVS (R) works.
  - iii. Other Rail System wide contractors viz signalling & telecom, rolling Stock, Power Supply, AFC and Track work.

## Requirements for Tenderer's Technical Proposals

### (Forming FORM OF TENDER – APPENDIX 6)

1. The Tenderer's attention is drawn to Clause 1 of the General Conditions of Contract in which terms are defined.
2. The Tenderer's Technical Proposals shall be capable of complying with the Employer's requirements in all respects. The Tenderer's Technical Proposals shall establish the intended design and manufacturing technology, and be able to demonstrate clearly the L&E System offered to the Employer, based on the principles of proven design, as has been defined. (All proposals and submissions must also be submitted in electronic format, on CD, in native or compatible format with MS-Word, PDF, JPG and AutoCAD as applicable).
3. Technical Submission Envelope
  - i. Form of Tender with Prices left blank (also with Power of Attorneys and associated notarial certificate.)
  - ii. Appendices to Form of Tender including Appendices 1 to 17. For Appendix 2, Pricing Document, with the prices left blank. Annexure 4 to ITT- copyright undertaking. Documents referenced in Paragraph C2.4 (a) to C2.4 (h).
  - iii. Certificate from the Tenderer that all the contents of the Tender Documents have been carefully examined by the Tenderer and all the pages of Tenderer's proposal have been initialled or stamped.
  - iv. Technical Submissions as per this Annexure 2.
  - v. Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract.
4. Documents Required for Technical Evaluation (forming FORM OF TENDER – APPENDIX 6)

The following paragraphs list the minimum documentation that shall be supplied by the Tenderer to enable a technical evaluation of the Tender. The Tenderer shall include any further information necessary to demonstrate the suitability of his proposal.

#### **Volume 3: Employer's Requirements – General Specifications**

- i. Outline Project Management Plan
- ii. Outline EMC Management Plan
- iii. Outline Works Programme Management Plan
- iv. Outline Quality Assurance Management Plan
- v. Outline Quality Management Plan
- vi. Outline System Safety Assurance Management Plan
- vii. Outline Reliability, Availability and Maintainability Assurance Management Plan
- viii. Outline Site Safety Management Plan

- ix. Outline Software Quality Assurance Management Plan
- x. Outline Environmental Management Plan
- xi. Outline Inspection, Testing, Commissioning and Integration Management Plan
- xii. Outline Operations and Maintenance Manuals Submission Plan

**Volume 3: Employer's Requirements –Specifications**

- xiii. Technical Capability of the manufacturer of UG-L&E(PHASE-II) Equipment in India (if applicable)
- xiv. Service Experience of UG-L&E(PHASE-II) Equipment
- xv. Tenderer's Detailed Technical Proposal (Clause by Clause Commentary)
- xvi. Deviations (Clause by Clause Compliance)
- xvii. Design Parameters - Design Data of the UG-L&E(PHASE-II) Equipment
- xviii. Design Details Including Drawings
- xix. Proposed Works Program
- xx. Proposed Design Submission Program
- xxi. Other Submissions under the Tender Documents

5. Technical Capability of Manufacture of UG-L&E(PHASE-II) Equipment in India (if applicable)

For manufacture of UG-L&E (PHASE-II) equipment in India, the Tenderer shall include complete details of Indian partner including details of technical capability. Details of the Indian partner shall include, but not limited to, the following:

- MOU indicating scope of work
- Procedure for assuring Quality Standards
- Detailed plan for deployment of Contractor's personnel in Indian partner's works
- Qualification procedures for key personnel including welders, crimpers, fitters, etc.
- Detailed method statements for each activity including supply, manufacture, testing and commissioning
- Inspection procedures (stage as well as final) for sub-systems and complete UG-L&E (PHASE-II).
- Details of Infrastructure and Facilities for Manufacturing and Testing
- Availability of Machinery & Plant (M&P), jigs & fixtures, etc.
- Details of transfer of Engineering and manufacturing drawings and process sheet
- Safety certificate like ISO 9001 and Environment Certificate 14000
- Any other documents desired by Employer

6. Service Experience of UG-L&E (PHASE-II) Equipment

6.1 The Tenderer is required to provide satisfactory evidence to Employer of the proven experience (Volume 2, GCC – Clause 1.1.6.16), for previous Design verification, Manufacturing, Testing, Commissioning and Integration of Environment Control System and Integrated Station Management System, which comply to the Schedule of Dimensions (SOD), functionality, performance and safety requirements within this Technical Specification.



6.2 The Tenderer shall furnish the information related to service experience of complete UG-L&E (PHASE-II) main equipment/sub-systems with similar design specifications and ratings, as far as possible. The information may be restricted to two Projects concluded within last 10 years, and where the UG-L&E (PHASE-II) Equipment have at least, earned two years' experience in revenue service.

7. Tenderer's Detailed Technical Proposal (Clause by Clause Commentary)

7.1 The Tenderer must provide a valid and fully compliant and Detailed Technical Proposal for the UG-L&E (PHASE-II) Equipment as detailed in the Employer's Requirements. As a minimum the Tenderer must demonstrate clear understanding toward the Employer's Requirements and present the proposal in such a way as to demonstrate the Technical Proposal offered by the Tenderer shall be compliant to the functionality, performance and safety requirements by reflecting on the prior stated factors of Service Proven Design and with similar reliability and availability characteristics as aforesaid in the Tenderer's Service Experience submissions.

For preparing the Detailed Technical Proposal, the Tenderer may submit a detailed clause by clause commentary on all the clauses of the Volume 3: Employer's Requirements.

7.2 Tenderers shall note that their comments to the clause by clause commentary wherever given shall only be in the following form:

- a) Complied: "Complied" shall be indicated by the Tenderer where the Tenderer is able to comply with the clause.
- b) Noted: Where a clause merely provides information, and no other comment is necessary, "Noted" will suffice.
- c) Not Complied: Where the Tenderer is not able to comply fully with certain clauses or has any observation or proposes an alternative design, "Not Complied" shall be indicated and comments if any of the Tenderer shall be indicated in detail. All Clauses with status as "Not Complied" shall be included in the statement of Deviations (Form of Tender: Appendix 11) and shall be priced in the Pricing Document, Appendix I.

8. Deviations (Clause by Clause Compliance)

Tenderer shall also note that any comment by the Tenderer in the Clause by Clause Commentary, other than either of "Complied" or "Noted" shall be treated as "Not Complied".

- a) Any "Not Complied" comment by the Tenderer in the Clause by Clause Commentary which has not been included in the Statement of Deviations (Appendix 11 to Form of Tender) shall be treated as "Complied".
- b) Any "Not Complied" comment by the Tenderer in the Clause by Clause Commentary which has also been included in the Statement of Deviations (Appendix 11 to Form of Tender) but has not been priced in Appendix I of the Pricing Document shall be treated as null and void and deemed to have been unconditionally withdrawn.

9. Design Parameters and Data

Tenderer is required to confirm the proposed UG-L&E (PHASE-II) Design will comply with Technical Specification.

10. Proposed Work Program and Design Submission Program

- (a) The proposed Work Program and Design Submission Program shall show how the Tenderer proposes to organize and carry out the Work and to achieve Stages and complete the whole of the Works by the given Key Dates. Detailed requirements of the work program are described in Volume 3: Employer's Requirements.
- (b) The Tenderer's attention is drawn to the Key dates specified in Form of Tender: Appendix 1A to Form of Tender. The Tenderer shall prepare logic diagrams providing the philosophy for interface with other designated contractors and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Work Programs as submitted during the course of the Work.
- (c) All programs shall include design, procurement periods of major materials, off-shore production, production in India, despatch, transport, interface periods for system-wide, and adjacent contractors, testing and commissioning (including integrated testing & commissioning) along with any other training and service trial running information and Annual Maintenance Contract.

11. Other Submissions under the Tender Documents

Nil at the time of issue of the Tender Documents

**CONTRACT UG- L & E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 3 FORM OF BANK GUARANTEE FOR TENDER SECURITY**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we \_\_\_\_\_(Name of Bank) in India, having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto KOLKATA METRO RAIL CORPORATION LIMITED (hereinafter called "the Employer") in sum of Rs. \_\_\_\_\_

\_\_\_\_\_ for which payment well and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated \_\_\_\_\_ for Contract L & E (PHASE-II) (hereinafter called "the Tender".

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- (i) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (ii) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (iii) That this guarantee commences from the date hereof and shall remain in force till:
  - (a) The Tenderer, in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Security on a Scheduled Commercial Banks in India or a Scheduled Foreign Banks as defined in Section 2(e) of RBI Act 1934 read with 2<sup>nd</sup> Schedule or
  - (b) Twenty eight days after the date of validity or the extended date of validity of the Tender, as the case maybe; whichever is the earlier.
- (iv) That the expression "the Tenderer" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (ii) if the Tenderer refuses to accept the corrections of errors in his Tender, or
- (iii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:
  - (a) fails or refuses to furnish the Performance Security and/or
  - (b) fails or refuses to enter into a Contract within the time limit specified in paragraph F4 of the "Instructions to Tenderers"

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii), (iii) a or (iii) b mentioned above, specifying the occurred condition or conditions.

Signature of  
Authorised Official  
Of the Bank: \_\_\_\_\_

SIGNATURE OF WITNESS

Name of Official: \_\_\_\_\_

\_\_\_\_\_

Designation \_\_\_\_\_

NAME OF WITNESS

STAMP/SEAL OF BANK

\_\_\_\_\_

Address of witness

\_\_\_\_\_

**CONTRACT UG- L & E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 4 COPYRIGHT UNDERTAKING**

Date .....

To:

The Managing Director  
Kolkata Metro Rail Corporation Limited  
KMRC Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> floor),  
Munshi Premchand Sarani,  
Kolkata-700 021,  
India

**LETTER OF UNDERTAKING**

We, (name of tenderer / joint venture) hereby undertake that the Tender Drawings, both in hard copy and digitised format, and the Tender Documents purchased as a necessary part of our preparation of this Tender shall be used solely for the preparation of the Tender and that if the Tender is successful, shall be used solely for the design of the temporary and permanent Works.

We further undertake that the aforesaid Tender Drawings and Documents prepared by Kolkata Metro Rail Corporation Limited shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(Name of Tenderer / joint venture)

**CONTRACT UG- L & E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 5 PRICE ADJUSTMENT**

**Vol. 2, SCC Clause 48**

- Please refer to Vol. 6, Part I, Instructions for Completing the Pricing Document, Sub-clause A1.3 for details on price adjustment.

**CONTRACT UG- L & E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 6**

**Not Used**

**CONTRACT UG- L & E (PHASE-II)**  
**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 7 INTEGRITY PACT**

Between KMRC LTD. hereinafter called the “Employer” AND (name of the Bidder) hereinafter referred to as “The Bidder/Contractor”

Preamble

The Employer intends to award, under laid down organizational procedures, contract for (Name of the work) **DETAILED DESIGN VERIFICATION, DETAILED ENGINEERING, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, LAYING, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM / EQUIPMENT OF ELECTRICAL AND MECHANICAL (E&M) INCLUSIVE OF FIRE PROTECTION SYSTEM OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-II)**. The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Employer

(1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Employer will exclude from the process all known prejudiced persons.

(2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if



there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## Section 3-Disqualification from tender process and exclusion from future contracts

If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as Annexure "A".

#### Section 4- Compensation for Damages

(2) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security. If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

#### Section -5 Previous transgression

(1) The Bidder/ Contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

#### Section -6 Equal treatment of all Bidders/Contractors/Sub-Contractors

(1) The Bidder/Contractor undertakes to demand from all partners/sub-contractors (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.

(2) The Bidder/ Contractor confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section 4.

(3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7- Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners/Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

#### Section -8 Independent External Monitor/Monitors

- (1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/KMRC Ltd.
- (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.
- (4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action , or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/KMRC Ltd. within 8-10 weeks from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/KMRC Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/KMRC Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

#### Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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Tenderers six months after the Contract has been awarded.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by MD/KMRC Ltd.

Section 10 Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

KMRC Ltd.

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(For & on behalf of the Employer)

(For the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address) -----

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Witness 2

(Name & Address) -----

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## Guidelines on Banning of Business Dealings

### 1. Introduction

7.2 KMRC LTD , being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. KMRC LTD has also to safeguard its commercial interests. It is not in the interest of KMRCL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on KMRCL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### 2. Scope

2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.3 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

i) ‘Bidder / Contractor / Supplier’ in the context of these guidelines is indicated as ‘Agency’.

ii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. MD, KMRC shall be the 'Appellate Authority' in respect of such cases.

b) MD, KMRCL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iii) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

iv) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

#### 4. Initiation of Banning / Suspension:

Action for banning / suspension business dealings with any Agency should be initiated by the department/ unit having business dealings with them after noticing the irregularities or misconduct on their part.

#### 5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with KMRCL under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into

correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or KMRCL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.6 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

6.7 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (KMRCL) or its official in acceptance / performances of the job under the contract;

6.8 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.9 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (KMRCL) or even otherwise;

6.10 Established litigant nature of the Agency to derive undue benefit;

6.11 Continued poor performance of the Agency in several contracts;

(Note: The examples given above are only illustrative and not exhaustive. The Competent

Authority may decide to ban business dealing for any good and sufficient reason).

## 7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.

7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

## 8. Show-cause Notice

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.

8.2 If the Agency requests for inspection of any relevant document in possession of KMRCL, necessary facility for inspection of documents may be provided.

8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. A final decision for Company-wide banning shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

For exonerating the Agency; or

For banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

## 9. Appeal against the Decision of the Competent Authority

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.



10. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

11.1 Depending upon the gravity of misconduct established, the Competent Authority of KMRCL may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/ Appellate Authority may be supplied.

12. Restoration

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as “withdrawn”.

12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

## **CONTRACT UG- L & E (PHASE-II)**

### **INSTRUCTIONS TO TENDERERS**

#### **ANNEXURE 8 PREFERENCE TO MAKE IN INDIA**

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP(BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, Para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.

1. Letter no. P-45021/2/2017-PP(BE-II) dated 28.05.2018

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department of Industrial Policy and Promotion  
(Public Procurement Section)

\*\*\*\*

Dated 28<sup>th</sup> May, 2018  
Udyog Bhawan, New Delhi

To  
All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.**

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued :**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Local supplier'* means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

*'L1'* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'margin of purchase preference'* means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

.....Contd. p/2

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

*'Procuring entity'* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

*'Works'* means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

**3. Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"

- a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
- b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

.....Contd. p/3



- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
  5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
  6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
  7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
  8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
  9. **Verification of local content:**
    - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
    - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
    - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/4

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5



e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
  - a. reduce the minimum local content below the prescribed level;
  - b. reduce the margin of purchase preference below 20% ;
  - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
  - Secretary, Department of Industrial Policy and Promotion—Chairman
  - Secretary, Commerce—Member
  - Secretary, Ministry of Electronics and Information Technology—Member
  - Joint Secretary (Public Procurement), Department of Expenditure—Member
  - Joint Secretary (DIPP)—Member-Convenor

.....Contd. p/6

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - shall annually assess and periodically monitor compliance with this Order
  - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - may require furnishing of details or returns regarding compliance with this Order and related matters
  - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

  
(B. S. Nayak)  
Under Secretary to Government of India  
Ph. 23061257



**CONTRACT UG- L & E (PHASE-II)**

**INSTRUCTIONS TO TENDERERS**

**ANNEXURE 9 Mandatory updation of Labour data on Shramikkalyan Portal**



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड) (Railway Board)

No. 2018/CE-I/CT/4

New Delhi, Dated 17.10.2018

To,  
As per list attached

**Sub:** Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

1. Clause 54 & 55 of Indian Railways General Conditions of Contract deals with Wages to labour and action in case of default of contractor to payment of wages.
2. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in).
3. All contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. **The details so uploaded shall be available in public domain.**
4. In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under:

*A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:*

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall

ऑफिस 2 मिनट  
17/10/18  
A. Singh

*update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.*

- (d) *After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.*
- (e) *It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.*

*B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_Month, \_\_\_Year."*

5. This issues with concurrence of Finance directorate of the Ministry of Railways.

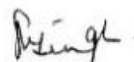
  
(अनिल कुमार)  
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड  
[Rly: 030-47598, MTNL: 011-23047598]

**No. 2018/CE-I/CT/4**

**New Delhi, Dated 17.10.2018**

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.



**For Financial Commissioner/Railways**



**KOLKATA METRO RAIL CORPORATION LIMITED  
EAST WEST METRO PROJECT**

**CONTRACT – UG- L&E (PHASE-II)**

**DETAILED DESIGN, DETAIL ENGINEERING, PROTOTYPE, MANUFACTURE,  
SUPPLY, DELIVERY AND STORAGE AT SITE, INSTALLATION, TESTING  
AND COMMISSIONING (INCLUDING INTEGRATED TESTING &  
COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF  
PERFORMANCE OF SYSTEM/ EQUIPMENT AND ANNUAL MAINTENANCE  
CONTRACT OF LIFTS & ESCALATORS (L & E) OF FOUR UNDERGROUND  
STATIONS OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-II)**

**FORM OF TENDER AND APPENDICES**

**KOLKATA METRO RAIL CORPORATION LIMITED  
KMRC BHAWAN (2<sup>ND</sup> & 3<sup>RD</sup> FLOOR), HRBC COMPLEX,  
MUNSHI PREMCHAND SARANI,  
KOLKATA 700 021  
INDIA**

## **CONTRACT– UG- L&E (PHASE-II)**

### **FORM OF TENDER (INCLUDING APPENDICES)**

#### **LIST OF CONTENTS**

##### **Description**

##### **FORM OF TENDER**

##### **APPENDICES TO FORM OF TENDER**

- Appendix -1 – Contract Conditions
- Appendix -1A – Contract Key Dates
- Appendix -2 – Pricing Document (to be included in Technical Package but with Price left blank)
- Appendix -3 – Outline Quality Plan
- Appendix -4 – Outline Safety Plan
- Appendix -5 – Outline Environmental Plan
- Appendix -6 – Tenderer's Technical Proposals
- Appendix -7 – Outline Project Management Plan
- Appendix -8 – Structure of the Tenderer
- Appendix -9 – Tender Index
- Appendix-10 – Form of Declaration for Non-engagement of any agent, middleman or intermediary
- Appendix -11 – Statement of Deviations including undertaking
- Appendix -12 – Form of Certificate Confirming Site Visit
- Appendix -13 – Form of Certificate confirming receipt of all tender addenda
- Appendix -14 – Form of Certificate Confirming Submission of All Documents of Financial Package in the Technical Package with Prices Left Blank
- Appendix – 15 – List of Proposed Sub-contractors/ Vendors
- Appendix 16 -- Not Used

## FORM OF TENDER

Date: .....

To: The Managing Director  
Kolkata Metro Rail Corporation Limited,  
KMRCL Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> Floor),  
Munshi Premchand Sarani,  
Kolkata-700 021,  
India

### **DETAILED DESIGN, DETAIL ENGINEERING, PROTOTYPE, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM/ EQUIPMENT AND ANNUAL MAINTENANCE CONTRACT OF LIFTS & SCALATORS (L & E) OF FOUR UNDERGROUND STATIONS OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-II)**

#### **Contract Package: UG- L&E (PHASE-II)**

GENTLEMEN,

1. Having inspected the Site, examined the Employer's Requirements, General specifications, General Conditions of Contract, Special Conditions of Contract, Tender Drawings and Instruction to Tenderers including Pricing Document, and addenda thereto (if any) issued by the KMRCL for the Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Installation, Testing and Commissioning of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2 to 16 hereto, we hereby (jointly and severally)\* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, including a ten (10) year's Annual Maintenance Contract after two (2) years Defects Liability Period, in conformity with the above documents within the completion period as specified in Appendix 1A to this Form of Tender for the Contract Price stated in the Pricing Document as completed by us and appended hereto.
2. We undertake (jointly and severally)\*:
  - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)\*; and
  - (b) if this Tender is accepted, to provide Guarantees, Undertakings and Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
  - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the Employer in connection with this Tender or
  - (d) with the above-mentioned Works and, without your written authority or as otherwise

required by law, not to publish or otherwise disclose the same.

3. We submit with this Tender a duly executed Tender Security in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm 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 does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Kolkata will have exclusive jurisdiction in the matter.

We are, Gentlemen,

Yours faithfully,

Signature:

Date -----

Name -----

For and on behalf of -----

Address -----

Signature:

Date -----

Name -----

For and on behalf of -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

\* Notes:

If the Tenderer comprises a joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. joint venture or consortium)
- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) representative authorized in the Joint Venture and Consortium to act on behalf of them must sign the Tender.

- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

**CONTRACT UG- L&E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 1 CONTRACT CONDITIONS**

- |     |   |  |
|-----|---|--|
| 1.  | Amount of Tender Security (paragraph C18 of Instructions to the Tenderers)                      | INR 2 Crore (Two Crore).   |
| 2.  | Amount of Performance Security (GCC Sub-Clause 4.2)   | 10% of the Contract Price  |
| 3.  | Latest date for commencement of the Works (GCC Sub-Clause 8.1 and ITT Sub-Clause F3.2)          | Date of issue of Letter of Acceptance  |
| 4.  | Liquidated Damages (GCC Sub-Clause 8.5 and SCC 22 )   | 0.05% of the contract price per week or part thereof for delay in accomplishment of the respective key dates.<br>The maximum limit of liquidated damages shall be 10% of the contract price accepted for whole of the works. |
| 5.  | Defects Liability Period for the whole of the Construction Works (GCC Sub-Clause 10 and SCC 8 ) | 24 months from the date of issue of Taking Over Certificate for the whole Works  |
| 6.  | Amount of mobilisation payment (GCC Sub-Clause 11.2.1 and Clause 7 of SCC)                      | 10% of Schedule X excluding spares (Non-refundable).   |
| 7.  | Value of Tenderer’s Professional Indemnity Insurance (GCC Sub-Clause 15.1)                      | Total Contract Value   |
| 8.  | Amount of Third Party Insurance (GCC Sub-Clause 15.3)   | INR 0.5 million for any one incident with number of incidents unlimited.   |
| 9.  | Period in which all insurances have to be submitted (GCC Sub-Clause 15.6)                       | Within 8 Weeks from the date of commencement.  |
| 10. | Contract Key Dates (GCC Sub-Clause 8.5)   | Refer Appendix 1A of the Form of Tender  |
| 11. | (a) Tenderer’s Name and Address:** (GCC Clause 18)  | .....<br>.....<br>.....  |
|     | (b) Employer’s Name and Address (GCC Clause 18)   | Kolkata Metro Rail Corporation Limited,<br>KMRC Bhawan (2 <sup>nd</sup> & 3 <sup>rd</sup> Floor),<br>Munshi Premchand Sarani,  |



	Kolkata-700 021,
(** Tenderer to complete)	India
12. Not used	As per SCC Clause 47
13. Penalty for Not Maintaining Equipment during AMC (SCC Clauses 41 and 46)	As detailed in SCC 46 (g), (h) & (i).
14. Penalty for failure leading to total stoppage of train operation during the DLP and AMC periods; for such delay /stoppage for more than 1 hr.	Equivalent to the amount of loss of revenue for the period.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

**CONTRACT UG- L&E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 1A**

**CONTRACT KEY DATES AND ACCESS DATES**

**Section 1 - Key Dates**

<b>Key Date</b>	<b>Description</b>	<b>Phase</b>	<b>Date</b>	<b>No. of Weeks from LOA</b>
KD1	Provide L&E Input to Interface Contractors& General Arrangement Drawings.	II	-	<b>12</b>
KD2	Lift & Escalator Preliminary Design Approval	II	-	<b>20</b>
KD3	Lift & Escalator Final Design Approval	II	-	<b>28</b>
KD4	Prototype for 2 lifts (Glass + SS) and 2 escalators (Glass + SS) at factory	II	-	<b>34</b>
KD5	Complete Delivery of all Lifts& Escalators Equipment for all stations	II	-	<b>48</b>
KD6	Complete Lift & Escalator Installation, Architrave, Testing & Commissioning including statutory approval from authorities for all Stations	II	-	<b>64</b>
KD7	Complete Lift & Escalator Integrated Testing & Commissioning / Site Acceptance Test for all Stations	II	-	<b>76</b>
KD8	Complete Handing Over of Lifts & Escalators for all station	II	-	<b>84</b>

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**Section 2 - Access Dates**

<b>Access Date</b>	<b>Description</b>	<b>Phase</b>	<b>Date</b>	<b>No. of Weeks from LOA</b>
	<b>UG Stations</b>	II	-	
AD1	Access to Esplanade Station	II	-	<b>35</b>
AD2	Access to Mahakaran Station	II	-	<b>44</b>
AD3	Access to Howrah Station	II	-	<b>35</b>
AD4	Access to Howrah Maidan Station	II	-	<b>On Date of LoA</b>

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 2 PRICING DOCUMENT**

The Tenderer shall prepare and submit Appendices A to I, of Pricing Document (Volume 6) to the Instructions to Tenderers. The pricing document with prices left blank will form a part of Technical Package. The Pricing Document along with price shall be included in the Financial Package only.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 3 OUTLINE QUALITY PLAN**

The Tenderer shall submit as part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required at the post award stage. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirement of the Contract.

**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 4 OUTLINE SAFETY PLAN**

The Tenderer shall submit as part of his Tender an Outline System Safety Assurance Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety procedures in the design, manufacture, supply, installation, testing and commissioning of the L&E System. The Outline System Safety Assurance Plan shall include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety including Hazard Analysis, Fire Control, Electromagnetic compatibility/ Electro-magnetic Interference Control, reliability, availability and maintainability as given in this Tender.

The Outline System Safety Assurance Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Safety Plan to be submitted in accordance with the conditions of this Tender.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 5 OUTLINE ENVIRONMENTAL PLAN**

The Tenderer shall submit as part of his Tender an Outline Environmental Plan illustrating the intended means of compliance with the Employer's Safety, Health and Environment Manual and Employer's Requirements. This shall form the basis for the development of the more detailed document to be submitted as per conditions of this Tender. The Outline Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's environmental objectives with regard to the requirement of the Contract.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 6 TENDERER’S TECHNICAL PROPOSALS**

The Tenderer shall prepare his Technical Proposals based on the contents of Annexure 2 to the Instructions to Tenderers.



**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 7 PROJECT MANAGEMENT PLAN**

The Tenderer shall provide a Project Management Plan as required by paragraph C3 of the Instructions to Tenderers.

The Tenderer shall submit with his Tender a Project Management Plan as prescribed in Employer's Requirement - inter-alia indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and engineering personnel (above the level of supervisor) and specialists.

The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

The successful Tenderer shall deploy those proposed key management and engineering personnel, should the proposed Key Experts for the Work not be available for Work, the successful Tenderer shall deploy an equivalent or superior expert (in qualification and experienced capability) acceptable to the Employer and subject to the written prior approval of Employer.

## **CONTRACT – UG- L & E (PHASE-II)**

### **FORM OF TENDER**

#### **APPENDIX 8 STRUCTURE OF THE TENDERER**

The Tenderer shall supply a chart particularising the structure of the Tenderer (identifying all companies comprising the Tenderer in the event that the Tenderer is a joint venture or consortium (existing or proposed)) and the ownership of each of the companies comprising the Tenderer, identifying all respective intermediate and ultimate holding companies.

#### **COMPOSITION OF THE TENDERER**

1. A copy of Memorandum of Understanding (MOU) relating to the composition of the Tenderer shall be submitted. For guidance, if the Tenderer is already an existing joint venture/consortium then the joint venture or consortium agreement is to be submitted by the Tenderer. Should the Tenderer be an entity established or to be established to tender for this Contract, details of the shareholders' agreement or proposed shareholders' agreement shall be supplied together with the percentage participation and percentage equity in the agreements.
2. The contractual arrangements and copies of agreements in relation thereto must, as a minimum, provide information on all members or participants involved, their respective participation in the Tenderer, the management structure, ownership and control of the members or participants comprising the Tenderer and if, appropriate, the name of the member or participant who would have overall lead management responsibility for the Works, the registered addresses of all parties and the names of their respective senior partners, chairman or managing directors as appropriate. Such agreements shall also reflect the joint and several liabilities of the members to the Employer in the event that the Contract is awarded to them and provide "deadlock" provisions in the event that decisions of the joint venture or consortium cannot be reached by unanimous agreement.
3. The Tenderer shall provide written confirmation that:
  - (a) The agreement or agreements submitted represent the entire agreement between the members or participants comprising the Tenderer as to the Tenderer's legal person;
  - (b) There is or are no other agreements relating to the Tenderer's incorporation, powers or organization which may affect in any way his ability to carry out the Works; and
  - (c) No changes will be made to any such agreements during the tender period without first obtaining the Employer's agreement to the proposed change or changes.

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**  
**FORM OF TENDER**

**APPENDIX 9 TENDER INDEX**

The Tenderer shall include with his Tender a Tender Index. The Tender Index shall indicate where within the Technical Package as well as Financial Package, the Tenderer has included his responses/comments to the Tender requirements and conditions elaborated in these Tender documents.

**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 10 FORM OF DECLARATION FOR NON-ENGAGEMENT OF ANY AGENT,  
MIDDLEMAN OR INTERMEDIARY**

We hereby jointly and severally declare that the submission of this Tender confirms 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. We further confirm 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 does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

SIGNATURE OF THE TENDERER







Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**(D) UNDERTAKING FOR PRICING FOR DEVIATIONS WITHDRAWAL**

**(To be submitted on Tenderers Letter head)**

**Dated:** \_\_\_\_\_

**To**

The Managing Director,  
Kolkata Metro Rail Corporation Limited  
KMRC Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> floor)  
Munshi Premchand Sarani,  
Kolkata 700021,  
INDIA

**Letter of Undertaking**

**DETAILED DESIGN, DETAIL ENGINEERING, PROTOTYPE, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM/ EQUIPMENT AND ANNUAL MAINTENANCE CONTRACT OF LIFTS & ESCALATORS (L & E) OF FOUR UNDERGROUND STATIONS OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-II)**

**CONTRACT – UG- L & E (PHASE-II)**

We, (Name of individual Tenderer/ Joint Venture/ Consortia, hereby undertake that:

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in this Appendix 11, our proposal is fully and truly compliant.
4. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned in this Appendix 11 but are not priced in Pricing Document (Volume 6) for its unqualified withdrawal, shall be treated as Null and VOID and stand withdrawn.

Signed \_\_\_\_\_

For and on behalf of

(Tenderer/ Joint Venture/ Consortia)



Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 12 NOT USED**

**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 13 FORM OF CERTIFICATE CONFIRMING RECEIPT  
OF ALL TENDER ADDENDA**

This is to certify that we, M/S \_\_\_\_\_ [\* Name of the Company] have received all Tender Addenda to Tender UG-L & E (PHASE-II) as listed below:

1. Addendum No. ....
2. ....
3. ....
4. ....

SIGNATURE OF TENDERER

\* In case of a joint venture or consortium, to be submitted by each constituent member.

**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 14 FORM OF CERTIFICATE CONFIRMING SUBMISSION  
OF ALL DOCUMENTS OF FINANCIAL PACKAGE IN THE TECHNICAL PACKAGE  
WITH PRICES LEFT BLANK**

1. This is to certify that the copy of all the documents of Financial Package, submitted with the Technical Package, is a True Copy of the Financial Package with prices left blank.
2. It is further certified that there are no additional comments, remarks, deviations, terms and conditions in our Financial Package and even if it is there, it shall be treated as NULL and VOID and stand withdrawn.

SIGNATURE OF TENDERER

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 15**

The following Subcontractors/Vendors are proposed for carrying out the item of the facilities indicated. Where more than one Subcontractor/Vendor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor/Vendor. In accordance with GCC Clause 4.5, GCC Clause 1.1.6.16 and SCC Clause 2, the Contractor may propose names of Sub-contractor or vendor for supply of items identified by them.

**LIST OF PROPOSED SUB-CONTRACTORS/ VENDORS**

ITEM OF FACILITIES	NAME OF SUBCONTRACTOR / VENDOR	DETAILS OF PAST CONTRACT (Ref GCC Clause 4.5)
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**Signature of Tenderer**

Contract-UG-L & E (PHASE-II) – Detailed Design, Detailed Engineering, Prototype, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing And Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Lift & Escalator System (L & E) of Four Underground Stations of Kolkata Metro East-West Line Project (Phase - II)

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**CONTRACT – UG- L & E (PHASE-II)**

**FORM OF TENDER**

**APPENDIX 16      NOT USED**



## **Frequently Asked Questions**

### **(FAQs)**

**1. Is registration compulsory on website?**

-In order to participate in any given tender, registration is mandatory. It is not compulsory for viewing announcements or tenders.

**2. How will I register on the website?**

- Go to <https://kmrcl.euniwizarde.com>, fill up online form using “Register” link. You can enter your preferred user id and password which will be initially in disabled state.

**3. Do I get a confirmation mail after successful registration?**

-Yes, you will receive a confirmation on the e-mail id provided by you at the time of registration.

**4. Do I have to upload supporting documents during registration?**

-Yes, after registration, you will receive an e-mail containing a link to upload supporting documents. These documents will then be verified by the department. Your ID will get activated only after uploading the correct documents.

**5. When will my user id get activated?**

-Within 24 business hours of you uploading correct documents as required by the department.

**6. How do I pay the registration fees?**

-When you upload the supporting documents, the link to pay the registration fee will be right below it.

**7. What is the validity of my registered id?**

-One year from the account creation date.



**8. Where do I provide my MSME details?**

-During registration, in the Company Details section, there is a field for MSME Registration Number and type.

**9. Can I update my personal information after registering?**

-Yes, but only your e-mail id and mobile number.

**10.Can I change my Company/Firm name after registration?**

-If you haven't participated in any particular tender beforehand, you can submit a request to change the Company/Firm name. Otherwise, you can't.

**11.What is the size limit for uploading documents?**

-5MB is the maximum size for uploading a single document. There is no limit to the number of documents you can upload.

**12.I forgot my password. How do I retrieve it?**

-Click on the "Forgot Password" link in the Login Section. Now, Pop-up box will appear enter your User id and click on "Reset Password". A link for new password will be e-mailed to you, using which you can login to your account and change it.

**13.How often can I change my password for logging into to the portal?**

-As many times as you need to.

**14.What is the procedure for registration as a foreign bidder?**

-Similar to that for an Indian Bidder. There is just one difference; for registering as a foreign bidder, you need to provide the TIN number instead of PAN number.

**15.Do I need a DSC during registration process?**

-No you don't require a DSC during the registration process. But, for participating in a tender, you need a valid DSC.



**16.How do I purchase a DSC?**

-Digital Signatures can be obtained from ITI Limited, India. (Refer to the CCA site [www.cca.gov.in](http://www.cca.gov.in)) If you have already obtained the certificate, then log-in with an eToken having DSC.

**17.Is the password for logging into the portal and logging into the eToken hardware (DSC) the same?**

-No, the password that comes along with your eToken is different from the one used for logging onto the portal.

**18.How do I login to the portal?**

- Go to <https://kmrcl.euniwizarde.com>, and fill in your login details provided at the time of registration. Solve the captcha question and click on “Login”.

**19.Can I use my registered id on a different system?**

-Yes, you can. You only need to carry your eToken with you and make sure that the other system complies with the requirements necessary for the portal to function smoothly.

**20.Is all the information accessed by me on the portal, secure?**

-Yes. The connection to this site is encrypted and authenticated using TLS 1.2 (a strong protocol), ECDHE\_RSA with P-384 (a strong key exchange), and AES\_256\_GCM (a strong cipher). All resources on this page are served securely.

**21.How do I check for recently published tenders?**

-Click on “Live Tenders” in the top navigation bar to get a list of recently published tenders.

**22.Do I need to pay to view the tender’s related documents?**

-There are a few documents provided to the bidder that are free-to-view. But to get all tender related documents, you need to pay first.





**23.How do I submit my bid for a particular tender?**

-The tender documents can be downloaded from the portal. After filling in the required details digitally sign the documents with your DSC and upload them along with the scanned certificates needed for the tender.

**24.How do I attach my DSC to an uploaded document?**

-You will be prompted to do so with every document uploaded to the portal. Just follow the on-screen instructions while uploading the documents.

**25.What are the payment options made available to the bidder?**

-For the payment of Form fees and EMD, there are 2 options: Online and Offline. However, you must make the payment of Tender Processing Fees (TPF) online, using the e-Payment gateway.

**26.Do I get a confirmation mail after successful submission of my bid?**

-Yes, you will get a confirmation mail after bid submission, with salient tender details.

**27.I missed the deadline for submitting documents, but have completed the payment of TPF. Will I get a refund?**

-No, the TPF cannot be refunded once paid.

**28.How do I add/modify my bank details?**

-On the “Manage Profile” page, click on “Edit Profile”. Now you can edit your existing bank details or add a new account under the “Bank Details” section.

**29.Can I re-submit my tender repeatedly till the submission/closing date?**

-Yes, you can.

**30.How will I come to know that my bid has been opened?**

-You will receive an e-mail when the bid is opened.

**31.Can I view the proceedings of opening of technical bid?**

-No, the proceedings can be viewed by department users only.



### **32. How I will upload document required for tender participation and tender submission?**

-Bidder have to upload all document as mention in tender document either eligibility document, qualifying document etc under “My Document” option and at the time of submission of tender, bidder get an option for selecting document from “My Document” library as mention in tender document for final submission of tender.

## **Thank you**

**Help Desk** – A 41, 4th FLOOR, HIMALAYA HOUSE,  
(Timings=10am-6pm) 23, KG MARG  
NEW DELHI-110001  
Email id- [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com)  
Phone: 011-49606060.