



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

**TENDER DOCUMENT**

**PROVIDING, INSTALLATION, TESTING, COMMISSIONING, TRAINING and MAINTENANCE OF X-RAY BAGGAGE SCANNER MACHINES, DOOR FRAME METAL DETECTORS (DFMD) AND HAND HELD METAL DETECTORS (HHMD) FOR STATIONS FROM SALT LAKE SECTOR - V TO SALT LAKE STADIUM**

**TENDER NO.  
KMRCL/CE(S&T)/Baggage  
Scanner/Hiring /OT/1**

**NOTICE INVITING TENDER  
INSTRUCTIONS TO TENDERERS  
FORM OF TENDER  
GENERAL CONDITIONS OF CONTRACT  
SPECIAL CONDITIONS OF CONTRACT  
SCHEDULE OF REQUIREMENT  
TECHNICAL SPECIFICATIONS  
ANNEXURES**

**APRIL -2018**

**KOLKATA METRO RAIL CORPORATION LIMITED**

**KMRC Bhawan,  
Munshi Premchand Sarani,  
2<sup>nd</sup> & 3rd Floor, Kolkata 700 021  
West Bengal, INDIA  
Website: [www.kmrc.in](http://www.kmrc.in)**

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## NOTICE INVITING TENDER (NIT)

### **1.1 GENERAL**

#### **1.1.1 Name of Work:**

**Kolkata Metro Rail Corporation (KMRC) Ltd. invites Open Tender on Domestic Bidding (DB) on two packets system from the Eligible Bidders, who fulfils the qualifying or eligibility criteria as stipulated in Clause 1.1.3 of NIT for the work of “Providing, Installation, Testing, Commissioning, Training & Maintenance of X-Ray baggage Scanner Machines, Door Frame Metal Detectors (DFMD) and Hand Held Metal Detectors (HHMD) for the stations from Salt Lake Sector-V to Salt Lake Stadium.**

#### **1.1.2 Key details :**

Estimated Cost	<b>INR 558 Lakhs (approx.)</b>
Period of the Work (Services to be provided)	<b>06 (Six) Years</b>
Tender Security amount (EMD)	<b>INR 6.0 Lakhs</b>
Period of the Work	<b>06 (Six) Years</b>
Tender documents on sale	From <b>10.04.18 to 10.05.18</b> (between 10:30 Hrs. to 17:30 Hrs.) on working days
Cost of Tender documents	<b>10,000/-</b> (Demand Draft from a Scheduled Commercial bank based in India in favour of “Kolkata Metro Rail Corporation Ltd” payable at Kolkata.) <i>(Tender Document can be downloaded from KMRCL web-site. The cost of tender document shall be submitted along with the submission of the Tender. Tender documents downloaded and submitted without tender cost as stipulated above will be summarily rejected)</i>
Last date of Seeking Clarification	<b>23.04.18</b>
Pre-bid Meeting	<b>23.04.18 @ 11:00 Hrs.</b>
Last date of issuing addendum	<b>24.04.18</b>
Date & time of Submission of Tender	<b>11.05.18 up-to 15:00 Hrs.</b>
Date & time of opening of Tender	<b>11.05.18 @ 15:30 Hrs.</b>
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	<b>Managing Director, Kolkata Metro Rail Corporation Limited,</b>  <i>KMRCL Bhawan (2<sup>nd</sup> &amp; 3<sup>rd</sup> floor), Munshi Prem Chand Sarani, Kolkata-700 021, India.</i>

**This tender has been called for the hiring of machines and services, to be provided by the eligible bidders for the East-West Metro Stations of KMRCL except operation of machines for Security checking and anti frisking.**

### 1.1.3 ELIGIBILITY CRITERIA :

#### 1.1.3.1 Eligible Bidders :

- i. The offers of only those bidders (proprietorship firms, partnerships firms, companies, corporations) will be considered who meets the requisite eligibility criteria prescribed in the Clauses of bid documents 1.1.3 of NIT.

**Joint Ventures and consortiums are allowed to participate in the tenderer.**

- ii. A tenderer shall submit only one bid in the same tendering process. A tenderer who submits or participates in more than one bid will result into rejection of all offers consisting of cause, all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid in the same bidding process.
- iii. Tenderers shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if
  - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation of documents related to procurement for the project; **or**
  - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
  - (c) a tenderer lends or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation of documents related to the procurement for the project, if the personnel would be involved in any capacity on the same project.
- iv. The Tenderer/applicant must not have been blacklisted or debarred as on the due date of submission of bid by Government of India/ State Government / Government undertaking / autonomous body/reputed private organization body from participating in the tenders. The tenderer should submit an undertaking to this effect in ANNEXURE-12. The tenderer shall also submit a "Verification Statement" to this effect as per proforma placed at ANNEXURE 8.
- (v) Tenderers may note that pursuant to their qualification in NIT and ITT in case the tenderer (applies to each individual member in case of a JV/Consortium) is debarred /blacklisted by any multilateral/bilateral funding agency/Government of India/State Government/Central or state government undertaking after the due date of submission of tender but before opening of financial package by KMRCL, they shall inform the same to KMRCL in writing within five working days of issue of such debarment, failing which it will be considered that the bidder has willfully concealed the information and the bidder shall be solely responsible for all implications that may arise in accordance with the conditions of this tender. Any such debarment will result in disqualification of the tenderer and the financial package of such tenderer shall be returned unopened.

In case the tenderer is disqualified on account of such debarment after opening of the financial offer but before the award, KMRC reserve the right to evaluate the next lowest evaluated tender and process further to conclude the contract.

In case the Tenderer fails to inform KMRCL of such happening before award of contract and the contract is awarded to them, and if during the course of execution of contract, KMRCL discovers of any such occurrence, KMRCL reserves the right to terminate the contract and award the contract to the next lowest evaluated bidder at the risk and cost of the said Tenderer.

**1.1.3.2 Minimum Eligibility Criteria:**

**A. THE TENDERERS WILL BE QUALIFIED ONLY IF THEY SATISFY THE CRITERIA AS GIVEN IN PARA A-1 BELOW DURING LAST FIVE YEARS ENDING DECEMBER 2017**

**A-1 WORK EXPERIENCE:- THE TENDERERS WILL BE QUALIFIED ONLY IF THEY HAVE SUPPLIED AND OR MAINTAINED IN INDIA OR ABROAD DURING LAST FIVE YEARS ENDING DECEMBER 2017 AS GIVEN BELOW:**

i) One single work of “**Similar Nature**” of value at least Rs. **446 Lakhs (INR) Each.**

**OR**

ii) Two works of “**Similar Nature**” of value at least Rs. **279 Lakhs (INR) Each.**

**OR**

iii) Three works of “**Similar Nature**” of value at least Rs. **223 Lakhs (INR) Each.**

**NOTE:**

a) “**Similar nature**” of work is defined as below :-

**Supply, Installation, Testing, Commissioning and Maintenance (Comprehensive Maintenance Contract) of works related to X-Ray Baggage Scanner** in Railways/Central Govt. Organizations/Central Government Public Sector Undertakings (CPSU)/Airport Authority of India/ State Govt. organization/ State Govt. Undertakings / Country Consulates by Original Equipment Manufacturer (OEM) or System Integrator (SI) or Authorized dealer of OEM of X-Ray Baggage Scanner Machines.

No separate credential will be required for Door Frame Metal Detector (DFMD) and Hand Held Metal Detector(HHMD).

b) The bidding company should either be an **Original Equipment Manufacturers (OEM)** of X-Ray Baggage Scanner Machine or **System Integrator (SI)** or **Authorized Representative of OEM**. In case of system integrator, the system integrator firm should be an authorized dealer of the original equipment manufacturer of the X-Ray Baggage Scanner Machine. To this effect, the firm will be required to submit, along with tender bid, a certificate from the **OEM** stating that the bidder firm is a system integrator and authorized dealer. The system integrator will also furnish a certificate that he is a system integrator and authorized dealer of the manufacturer.

c) The bidder should furnish a certificate from his client regarding successful supply, commissioning and or maintenance of X-Ray Baggage Scanner Machine.

d) The tenderer shall submit the details of work executed by Original Equipment Manufacturer / System Integrator / Authorized Dealer in the Performa of ANNEXURE-2 for supply, installation, testing and commissioning of X Ray Baggage Scanner Machine or DFMD or HHMD Equipment.

- e) A performance statement as in ANNEXURE-2, giving a list of major supplies executed in India during last 5 years of the items supplied and maintained by them, giving details of the Purchaser's name and address, order number and the date and the quantity supplied and whether the supply was made within the delivery schedule; Purchase order of past performance to be enclosed masking the price.
- f) Details of experience of Supply, installation and or maintenance of the items in India or abroad and certificate from user of having satisfactory performance to be enclosed.
- g) Tenderer not submitting the following requisite information/document with technical bid may note that his offer is liable to be rejected.
  - i. Non submission of Tender Security amount (EMD) in original as per clause-5 of Instructions To the Tenderer (ITT).
  - ii. Non Submission of duly filled ANNEXUREs with details of successful completion of similar works.
  - iii. Unsealed priced document i.e. ANNEXURE-1
  - iv. Non submission of details and document required as per clause-3 of ITT.
  - v. Non submission of financial data for latest last three audited financial years as per **ANNEXURE-15 and 16** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp bearing his membership number and signature.
  - vi. Prices should not include any type of agency commission payable to Indian Associates/Representatives.
  - vii. Any other such requirements as stipulated in the tender document which is pre-condition for acceptance of the tender.
- h) For the above, documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.
- i) Value of successfully completed portion of any ongoing work up to **December 2017** will also be considered for qualification of work experience criteria.

**B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:**

- 1) The Tenderer should have **Liquidity** (i.e Current Assets + Loan and Advances)-(Current Liability + Provisions) of more than Rs 25.0 lakhs in the Financial Year 2016-2017.
- 2) The Tenderer should have **Positive Net Worth** in the Last Three financial Year i,e 2014-2015, 2015-2016,2016-2017.

Net Worth is defined as ( Paid up Equity Share capital + Reserves and surplus) – ( Debit Balance of Profit & Loss Account + Intangible Assets).

- 3) The Tenderer should have **Earned Profit Before Tax** but after interest (PBIT) in the last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- 4) Tenderer's **Average Annual Turnover** of last three audited financial years( 2014-15,2015-16,2016-17) should be equal to or more than Rs. 400 Lakhs.

**Note:**

- i) 1, 2, 3 & 4 above will be seen from the audited balance sheets of 2014-15, 2015-16 & 2016-17, which should be invariably submitted.
- ii) In addition Annexure 3, duly filled in, certified and signed by a chartered accountant should be invariably submitted.
- iii) Financial Evaluation against 1, 2, 3 & 4 above will be done for sole bidder as a whole.
- iv) Financial data for latest last three audited financial years has to be submitted by the tenderer in **ANNEXURE-16** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.
- v) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned tenderer should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- vi) For the purpose of computation evaluation of offers, all tender price will be converted to INR by using the exchange rate for their currencies published by Aid Accounts and Audit Divisions, Ministry of Finance, Govt. of India on the last working day 28 days before the latest date of submission of tender.

**For Joint Ventures and Consortiums Bidder**

- a) In case of JV/consortium at least one member must fulfill 40% of the criteria and other members 25% of eligibility criteria of (A & B) above. However in totality, the JV / consortium members (all the partners) put together should meet 100% of the eligibility criteria (A & B). In case of Eligibility Criteria, (B) financial standing, B (2) & B (3) above each member must fulfil the criteria.
- b) Financial data for foreign tenderers – Foreign tenderers, in whose country calendar year is also the financial year, may be asked to submit relevant data for their corresponding financial year in place of Indian financial year. As for example, data may be submitted for the financial year 2015 in place of Indian financial year 2015-16.

- 1.1.3.3** The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.
- 1.1.4** The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Managing Director, Kolkata Metro Rail Corporation Limited, KMRC Bhawan (2nd & 3rd floor), Munshi Prem Chand Sarani, Kolkata-700 021.
- 1.1.5** Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.6** Tenders shall be valid for a period of **90 days** from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as mentioned in ITT.
- 1.1.7** KMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the KMRC for rejection of his proposal.
- 1.1.8** Addendum/corrigendum, if any, will not be published in the newspaper and the same will be uploaded on KMRC's website mentioned above. Hence, all the prospective bidders are requested to check the KMRC website on a regular basis.



## **INSTRUCTIONS TO TENDERERS**

### **1 GENERAL INSTRUCTIONS**

- 1.1 Managing Director on behalf of KMRC invites tenders from certified, established, original equipment manufacturers and system integrator for the providing, installation, testing, commissioning, training and maintenance of X-Ray Baggage Scanner Machines, Door Frame Metal Detector (DFMD) and Hand Held Metal Detector (HHMD) Equipment for stations from Salt Lake Sector V to Salt Lake Stadium for Six years of KMRC (Ease-West Line) as per tender document "Schedule of Requirements & Technical Specifications".
- 1.2 The Tenderer shall bear all costs associated with the preparation and submission of its tender. All offers in the prescribed format at ANNEXURE-1 should be submitted by the prescribed date and time fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date, will be summarily rejected.
- 1.3 The tender documents are available on payment of a non-refundable fee of Rs.10,000/- in the form of a cross Demand Draft issued from an Indian Scheduled Commercial Bank (excluding Co-operative Banks) or from a Scheduled Foreign Commercial 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 (2<sup>nd</sup> & 3<sup>rd</sup> 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 documents downloaded and submitted without tender cost will be summarily rejected.***

- 1.3.1 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English and signed by the authorized person who is signing the document. In the event of any dispute between an offer in a language other than English and its English translation, the English translation shall prevail.
- 1.3.2 The Tender document consists of:

**Notice For Invitation of Tender (NIT)  
Instructions To Tenderers (ITT)  
Form Of Tender (FOT)  
Conditions of Contract (GCC & SCC)  
Schedule of Requirements**

## **Technical Specifications ANNEXUREs 1-22**

In case of any conflict between the above documents, the order of precedence will be as under:

1. Schedule of Rates
2. Technical Specifications
3. ANNEXUREs
4. Instruction To Tenderer
5. Condition of contract
6. Tenderer's offer

### **1.4 Clarification of Tender Documents and Pre-Bid Meeting**

Any clarification to be sought by the prospective bidders must be raised **before 22.04.18** or during the Pre-Bid meeting **on 23.04.18 at 11:00** Hours by the authorized representatives who shall be physically present at the Pre-Bid meeting. In this regard it is required by the representatives to bring in their authorization letter from the participating firm. Clarification for all the queries raised will be published /displayed at KMRC's website. No separate communication in this regard will be further entertained. However, it may be noted that clarifications will form part of the tender document.

### **1.5 Amendment of Tender Documents**

Any amendments to this tender document will be published in the KMRC's official website /notice board. Prospective bidders are requested to regularly check the same in their own interest. Amendment once issued are part of the tender document and if there is any dispute between the amendment and original tender document, amendment will prevail.

## **2 COMPLIANCE WITH TECHNICAL SPECIFICATION**

- 2.1 The equipment offered should be in accordance with the stipulated technical specifications in the Tender Documents.
- 2.2 The bidders must comply with the stipulated technical specifications as mentioned in the tender documents.

## **3 INDIAN REPRESENTATIVE & HIS SERVICES/ FACILITIES IN INDIA**

- 3.1 The foreign tenderer shall include in his offer the name of the person /firm who will be acting as his representative in India in respect of his offer. He shall also indicate the after sales service facilities through his representative in India. The Indian representative must have experience of after sales services for the same OEM for a minimum period of three years.

- 3.2 Foreign firms quoting directly against the enquiry or through their representatives must specify the servicing facilities in India
- 3.3 Tenderers of foreign firms should furnish following particulars. They are also required to complete the check List as per ANNEXURE-7
- (i) The name and address of the Indian representative.
  - (ii) The precise relationship between the foreign manufacturer /principals and their Indian representative.
  - (iii) The mutual interest which the manufacturer /principal and the Indian representative have in the business of each other.
  - (iv) Foreign Tenderer has to submit a certificate that bidder is not having any Commission Agent in India and no agency commission will be paid, otherwise it shall be sufficient ground for rejecting of his offer. Indian representative should also mention Income tax permanent account number and certification of registration of OEM and registration of Indian representative.
  - (v) All services namely providing installation, commissioning, training and maintenance need to be rendered by the Indian representative.
  - (vi) Certificates /documents indicating for Past performance of last 5 years.
  - (vii) Information in Form No. 10F of income tax act 1961 is to be submitted.

**4 In pursuance of the Public Procurement (Preference to make in India), Order 2017, the following procedure shall be adopted for evaluation of Bids:**

- (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.
- (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.

For the above purpose, the following will be the definition:

- a) **Local Supplier:** - means a supplier or service provider whose product or service offered meets the minimum local content.

**b) Minimum Local Content:**

Local Content means the amount of valued added in India which shall 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. The minimum local content shall be 50%.

**c) Margin of Purchase Preference:**

The margin of purchase preference shall be 20%.

N.B. The local supplier at the time of bidding 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.

## **5 EARNEST MONEY DEPOSIT (EMD)/TENDER SECURITY**

5.1 The Earnest Money Deposit/Tender Security shall be only in the forms as mentioned below:

The Tenderer shall submit with his tender in a separately identified envelope, the original Earnest Money Deposit/Tender Security for a sum of Rupees 6,00,000/- (Rs. Six Lakhs) in the form of a DD/ Banker's Cheque issued by scheduled commercial bank based in India.

DD/Banker's Cheque should be in favour of "**KOLKATA METRO RAIL CORPORATION LIMITED**" and shall be payable at "KOLKATA".

The Tender Security/EMD shall remain valid for a period of **90 days**.

5.2 No interest will be paid by KMRCL on the Earnest Money Deposit/Tender Security.

5.3 The Earnest Money Deposit/Tender Security is liable to be forfeited if the tenderer withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.

5.4 The Earnest Money Deposit/Tender Security of the successful tenderer will be returned after the Contract Performance Bank Guarantee as required (Clause-8 of the General conditions of contract) is furnished.

5.5 If the successful tenderer fails to furnish a Performance Bank Guarantee as specified in clause-8 of the General Condition of Contract, then the Earnest Money Deposit/Tender Security shall be liable to be forfeited by KMRCL.

5.6 The Earnest Money Deposit/Tender Security of all unsuccessful tenderers will be returned by the KMRCL on conclusion of the tender through NEFT only. The refund of EMD through NEFT needs will be made by KMRCL in the bidder's bank account as per bank particulars to be attached while submitting the bids.

5.7 Any tender not accompanied by Earnest Money Deposit/Tender Security in the approved forms given in clause 5.1 of ITT shall be summarily rejected.

## 6 SUBMISSION OF OFFERS

- 6.1 All offers shall be in typed format only. No hand written bids will be accepted.
- (i) This is a two envelope bidding open tender. Tenderer has to submit their offer in two different packets. One packet will be for technical bid as packet "A" and another packet will be for financial bid as packet "B".
  - (ii) Technical bid (packet A) will be opened on due date (as per Notice inviting Tender or subsequent change in date as intimated in KMRC website). This packet must contain following:
    - a) Earnest Money Deposit/Tender Security in a separate identifiable envelope.
    - b) Technical bid
    - c) Documents related to qualifying requirement of the tenderer.
    - d) Checklist as per ANNEXURE-7 to be filled.
  - (iii) Financial bid (packet B) will be in the separate sealed envelope, which will contain:
    - a) Price bid as per format given in tender document as ANNEXURE- 1.
    - b) In case tenderer's bid does not qualify in technical bid, bidder's unopened financial bid will be returned in sealed condition without opening after award of contract to the successful bidder.
- 6.2 Any individual signing the tender or other documents connected therein should specify whether he is signing: -
- (i) As sole proprietor of the concern or as attorney of the sole proprietor
  - (ii) As a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the board of directors or in pursuance of the authority conferred by Memorandum of Association.
  - (iii) As a partner or partners of the firm.
- 6.3 The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to KMRCL for verification.
- 6.4 The price shall be written both in figures and words in the prescribed offer form. The bidder must specify the entire break up cost including applicable taxes while quoting. In case of discrepancy in prices in figures and prices in words, prices in words will prevail.
- 6.5 The Tenderer shall seal the packet A (Technical Bid) and packet B (Financial Bid) in an outer envelope bigger envelope super scribing **"FOR PROVIDING, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND MAINTENANCE OF X-RAY BAGGAGE SCANNER MACHINES, DOOR FRAME METAL DETECTOR (DFMD) AND HAND HELD METAL**

**DETECTOR (HHMD) FOR STATIONS FROM SALT LAKE SECTOR V TO SALT LAKE STADIUM.**

- 6.5.1 The inner and outer envelopes shall
- (a) Be addressed to the KMRC at the address given in the notice inviting tender (NIT)
  - (b) Bear the Tender Number on all the envelopes.
- 6.5.2 Unsealed bids will be summarily rejected.
- 6.5.3 Offers shall be as per the requirement of the Tender documents.
- 6.5.4 Offers are required from the original equipment manufacturers (OEM) or Indian representatives in case of foreign manufacturer, System Integrator (SI), who should submit a letter of authority from their Principals as in ANNEXURE-5.
- 6.5.5 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed & sealed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
- 6.5.6 The tenderer should avoid ambiguity in his offer e.g. if his offer to his standard sizes, lengths dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as 'standard lengths' etc. should be avoided in the offer.
- (a) Tenderer shall quote the prices as per schedule of items mention in the schedule of rates in the manner and details called in for statement of prices as given in ANNEXURE-1.

**7 PRICE BASIS**

7.1 All the bidders are required to quote in Indian National Rupee (INR) and /or Foreign Currency. The installation of the equipment will be made to respective Metro stations depending upon readiness of the location in KOLKATA Metro Rail Corporation stations.

**7.2 CURRENCY OF PAYMENT**

The contract price will be paid in the Indian National Rupee (INR) and/or Foreign Currency.

7.3 The prices quoted shall be final and not subject to any variation.

**8 INSURANCE**

8.1 All risk cover of the machines and insurance during Currency of Contract shall be arranged by the successful bidder.

8.2 In case of imported equipment, agency will take the responsibility for imported machines. KMRCL will not be involved to facilitate and arrangement for the process of import of the machine.

## **9 SPACE FOR MAINTENANCE SPARES AND PARTS IN CENTRAL PARK DEPOT**

A suitable space will be provided by KMRCL at Central Park Depot for storing of spares and parts for the services to be provided at no charge.

## **10 OPENING OF TENDERS**

### **10.1 Opening and Evaluation of Technical Tenders**

- (a) KMRC will open the bids in the presence of bidder's designated representatives who choose to attend, at the time, date, and location as stipulated. All bidders or their Representatives must bring with them an authority letter on the letterhead of the bidder or their Indian Representative (as the case may be) duly signed by Competent Authority to attend the Tender opening, failing which they will not be allowed to attend the opening of the Tenders at KMRC.
- (b) KMRC shall read out and prepare a record of the tender opening that shall include as a minimum: Bidders names, designation, authority letter, any such other details as the KMRC may consider appropriate, will be announced by the KMRC at the opening.
- (c) First Technical Bid will be opened and examined as per minimum Eligibility Criteria of "Work Experience" , "Financial Standings" as laid down in clause 1.1.3.2 (A) & (B) of NIT and as per Technical Specifications of the Tender Documents. The tenderers, which do not qualify in any of the minimum eligibility criterion, shall not be considered for further evaluation and shall be rejected
- (d) Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

- (e) Evaluation of Material deviation or reservation
  - Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:
  - Which affects in any substantial way, the scope, quality or performance of the Works;
  - Which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
  - Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.
  - Tender having any material deviation or reservation shall be disqualified and rejected.
- (f) Evaluation of qualifying conditions

A tender containing any qualification which

- 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.
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

**FINANCIAL BID WILL ONLY BE OPENED OF THOSE BIDDERS, WHO QUALIFY IN THE TECHNICAL EVALUATION.**

- (g) KMRC will examine the technical bid based on the requirement mentioned in the tender document.
- (h) The determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- (i) KMRC at its liberty may ask for clarifications on the documents submitted already by the bidders, however no additional /new documents will be allowed to be submitted after opening of the technical bids. Bidders must ensure that all the required documents are submitted along with the bids itself.
- (j) Completely filled check list as mentioned in ANNEXURE-7.

10.2 Opening of Financial Bid

- (i) Financial bids of only technically qualified bidders will be opened at a date and venue which shall be informed duly in advance by KMRC to the technically responsive bidders.
- (ii) KMRC shall read out and prepare a record of the Financial Bid opening that shall include, as a minimum: the name of the Bidders representative organization name, Tender Price. The Bidder's representatives who are present are requested to sign the record. **If there is a discrepancy between words and figures, the amount in words will prevail.**
- (iii) The KMRC will examine the Tenders for their completeness in every aspect as mentioned in the tender document.

10.3 Evaluation criteria:

- (i) The successful bidder (who is technically responsive) will be decided upon the lowest price quoted **L1** for the total services to be provided at the designated stations of KOLKATA Metro Rail Corporation. The offers received from bidders should indicate CGST & SGST for the services to be provided as per quoted schedule of rates
- (ii) **Conversion to single currency for evaluation of Tender**



Tender will be evaluated in Indian Rupee only. This will be achieved by converting the Foreign Currency (if any) portion into Indian Rupees at the selling Rate of Exchange at the close of business of the state bank of India on the day 28 days before the latest last date of tender submittal (In case of holiday on that date, the next working day), and then adding the same to the Rupee portion of the Tender.

## **11 ACCEPTANCE OF TENDER & VARIATION**

- 11.1 KMRCL may accept or reject any tender without assigning any reason.
- 11.2 KMRCL reserves the right to increase or decrease the quantity up to 25% of the service of items to be provided for the subject work by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% as per the accepted rate as per Annexure 1 under same term & condition of Contract.
- 11.3 Successful bidder will be communicated by KMRC.

## **12 EFFECT AND VALIDITY OF OFFER**

- 12.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action and claim, against KMRCL for rejection of offer. KMRCL shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against KMRCL.
- 12.2 The offer shall be kept valid for acceptance for a minimum period of 90 days (Ninety days) calendar days from the last date of submission of Bids mentioned in initial NIT.

## **13 GENERAL**

The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Offers, which are not complete in all respects as stipulated above, may be summarily rejected. For tender's guidance in submitting complete offers, a check List has been enclosed with the tender documents ANNEXURE-7 which must be filled with the tender.

## **14 LAST DATE OF RECEIPT OF TENDERS**

The offer complete in all respects should reach the KOLKATA METRO RAIL CORPORATION LIMITED, KMRCL BHAWAN, KOLKATA, not later than the time and date as specified in the "NIT" or any change in date as intimated in KMRC website. The tenderer is required to put the tender document package in the office of KOLKATA METRO RAIL CORPORATION LIMITED.

## **15 CHECK LIST**

A check List has been included at ANNEXURE-7 of this document. Bid submitted without checklist is liable to be rejected. The tenderers must fill the Check List & submit along with their offer

## FORM OF TENDER

### CONTRACT CONDITIONS:

Amount of Performance Guarantee : As mentioned in General Conditions of Contract Sub-Clause 8

Liquidated Damages : As mentioned in General Conditions of Contract Sub-Clause 11

Earnest Money Deposit/Tender Security : Earnest Money /Tender Security of INR 6,00,000 (Indian Rupee Six Lakhs)Only as described in ITT

Commencement of Service : 30.09.2018 (60 days time will be given from placement of the work order)

Tenderers Name & Address : M/s

Employer Name & Address : Managing Director, Kolkata Metro Rail Corporation Limited, KMRC Bhawan (2<sup>nd</sup> & 3<sup>rd</sup> floor),Munshi Prem Chand Sarani, Kolkata-700 021, West Bengal, INDIA

Contract Period : As per SCC Scope of Contract – 6 years

### Unpriced Items:

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not, shall be regarded as covered by other rates in the statements of Prices/tender Pricing. The tenderer shall take regard of the actual site conditions and the items entered in the various statements. The tenderer shall price his tender accordingly and the unit prices entered against a item shall be the full and only price paid for all work performed against that items except as described in the Tender documents.

### Terms of Payments:

As mentioned in Clause 13 of GCC - Quarterly.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. DEFINITION AND INTERPRETATION**

In the contract, unless the context otherwise requires:

1.1 "Acceptance of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender.

1.2 "Consignee" means where the service are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination stations. – **Not Applicable**

1.3 "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, Technical Specification and ANNEXURES particulars and the other conditions specified in the acceptance of tender and amendments.

1.4 The "Contractor/Bidder/Tenderer" means the person, firm or company with whom the order of the services to be provided is placed/participated/intend to participate in the tender.

1.5 "Drawing" means the drawing or drawings specified in or annexed to the specification

1.6 The "Inspecting Officer" means the person/team of KMRC specified in the contract for the purpose of inspection of equipment and includes his/their authorized representatives

1.7 "Particulars" include:-

a). Specifications;

b). Drawings;

c). "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;

d). Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.

1.8 "Inspection Test" means such test or tests as are prescribed by the specifications to be made by the purchaser or his nominee during installation, and commissioning.

a). "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;

b). The "Purchaser" means Kolkata Metro Rail Corporation Ltd (KMRC).

c). "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;

d). "Site" mean the Stations/Depot as specified in the purchase order at which equipment is required to be provided /installed by the Contractor under the contract or any other place approved by the Purchaser for the purpose in KOLKATA.

- e). "Equipment" means the goods in the contract, which the Contractor has agreed to supply under the contract;
- f). "Test" means such test as is prescribed by the particulars or considered necessary by the KMRC whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- g). "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and "Schedule of Requirements").;
- h). The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from KMRC /its representatives the consignee at metro stations
- i). "Writing" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
- j). Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act 1872, or the General Clauses act, 1897 as the case may be.
- k). "Facilities" means the Equipment to be provided and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
- l). "Purchaser" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Purchaser.

## **2. CONTRACT DOCUMENTS**

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

## **3. SEVEREABILITY**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **4. TIME FOR COMMENCEMENT AND COMPLETION**

4.1. The Contractor shall commence work on the Facilities within the period specified in the SCC Clause No.21 and without prejudice to the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified.

4.2. The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Tender Data Sheet.

## 5. CONTRACTOR'S RESPONSIBILITIES

5.1. The Contractor/Bidder shall provide, install, testing, commission, training and carry out maintenance and restoration of machine down obligation (including associated spares and parts) with due care and diligence in accordance with the Contract.

5.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser, The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

5.3. The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

## 6. CONFIDENTIAL INFORMATION

6.1. The Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

6.2 The Contractor shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

## 7. CONTRACT

7.1. This contract is for the **Providing, Install, Commissioning, Training and Maintenance of the equipment** of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. **All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of KMRC/authorized representatives.**

7.2. The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of KMRCL or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

## 8. PERFORMANCE BANK GUARANTEE

8.1. The successful bidder shall furnish a Performance Bank Guarantee (PBG) @ 5% of the Contract Price before signing of the agreement for the currency of contract (6 years) in the proforma attached (**ANNEXURE-6**) from a Nationalized Indian Bank, payable at a designated bank branch located in KOLKATA within **30 days**. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Contractor.

Services is to be provided as per requirement mention in the Contract. PBG will be released on completion of Contract Period.

8.2 In any case PBG should be submitted within 28 days of date of issue of LOA. For the submission of PBG from 31 to 60 days from the date of issue of LOA, Contractor should pay penal interest @ SBI PLR + 2 % for the period of 31 days to 60 days. In case Contractor does not submit PBG within 60 days , the LOA will be cancelled and tender security forfeited.

8.3. KMRC shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with KMRC shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser may suffer.

#### 9. TAXES :

- a. The Contract price, subject to any adjustment thereto in accordance with the contract, shall be inclusive of all Taxes, State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST), Integrated Goods & Service Tax (IGST) payable to the authorities including all types of Custom related duties. All Taxes/ GST rates shall be as prevailing on 28 days before closing date for submission of tender.

Nothing extra shall be payable over the quoted rates as accepted by the Employer, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.

#### **PRICE VARIATION (PRICE ADJUSTMENT):**

**The rates quoted by the tenderer for each item of schedule of rates will remain firm upto 12 months of service provided. Thereafter @ 5% per year will be increased year over year (YoY) upto 6 years (i.e. 2<sup>nd</sup> year to 6<sup>th</sup> year of the contract duration).**

The Contractor shall maintain complete records of State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST) in the state of West Bengal, Integrated Goods & Service Tax (IGST) in case of inter-state and any other levies/Cess, duties, etc. as applicable and payable to various authorities and submit the receipts/records as and when demanded in writing by the Employer for verification.

If the Employer obtains a waiver and exemption specific to Kolkata Metro Rail Project for any other taxes and duties, etc. in full or part thereof, the Contractor will be advised on the process to be followed to obtain exemption/refund of such taxes, duties, etc. from the concerned Authorities. The Contractor shall arrange for the remittance of the refund so obtained to the Employer. In case of exemption, the Contractor shall pay the amount calculated by the Engineer on account of exemption to the Employer either separately or the Employer at its discretion shall deduct the calculated amount from any payments due to the Contractor under the Contract. The maximum amount of reimbursement from the Contractor to Engineer is up to the amount

included in the Contract Amount including amount increased by variation if any. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Employer & intimated to the Contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. If the Contractor fails to take the required action to obtain refund or exemption, the Employer may take action in accordance with the Conditions of Contract.

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

For the purpose of the Contract, it is agreed that the Contract Price specified in Annexure 1 (Price Schedule for Equipment) is inclusive of all taxes (SGST, CGST, IGST) and charges including custom related duties payable to the authorities prevailing at the date twenty-eight (28) days prior to the date of tender submission in the country where the Site is located (hereinafter called "Tax").

#### **b) CHANGES IN COST DUE TO LEGISLATION**

If any rates of Tax are increased or decreased, a new Tax is introduced or imposed, an existing Tax is abolished, which was or will be assessed on the Contractor, in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

#### **10.0 DELIVERY:**

##### **10.1 Time for services to be provided: the essence of the contract**

The time and date specified in the contract or as extended for the service to be provided of the Equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Purchaser.

##### **10.2 Progress of Services**

The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

##### **10.3 Extension of Time for Services**

KMRCL may extend the timeline for services to be provided of equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of KMRCL. The price quoted shall remain same even in case of extended delivery time line.



## 11. FAILURE AND TERMINATION

11.1. If the contractor fails to provide the services for the x-ray baggage scanner machine, DFMD and HHMD more than 7 days in a month continuously in any of the stations the contractor will replace the machine to restore the services at his own cost.

In the event of any breach or violation of the terms and condition and performance of the contract for prolonged / continuous system unavailability the contract will be terminated and PBG will be forfeited and en-cashed by KMRCL .

### 11.2 Liquidity Damage for system unavailability as follows:

#### 11.2.1 Liquidity damage for system unavailability on daily working of commercial operations:

Down Time Deduction Charges (as Penalty / Liquidity Damage)	Unit	Rate
<b>1. beyond 2 hrs. upto 3hrs. or part thereof in total down time in a day.</b>		
a) X-Ray Baggage Scanner Machine	Each	Rs. 200.00
b) DFMD	Each	Rs. 50.00
c) HHMD	Each	Rs. 25.00
<b>2. beyond 3 hrs. upto 4hrs. or part thereof in total down time in a day.</b>		
a) X-Ray Baggage Scanner Machine	Each	Rs. 300.00
b) DFMD	Each	Rs. 75.00
c) HHMD	Each	Rs. 50.00
<b>3. beyond 4 hrs. upto 5hrs. or part thereof in total down time in a day.</b>		
a) X-Ray Baggage Scanner Machine	Each	Rs. 400.00
b) DFMD	Each	Rs. 100.00
c) HHMD	Each	Rs. 75.00
<b>4. beyond 5 hrs. or part thereof in total down time in a day.</b>		
a) X-Ray Baggage Scanner Machine	Each	Rs. 500.00
b) DFMD	Each	Rs. 125.00
c) HHMD	Each	Rs. 100.00

**Note: No break down charges will be deducted upto 2 hours or part thereof in total down time in a day.**

**11.2.2 In addition to the above provision of Liquidity Damage for system unavailability in a day additional liquidity damage @ 1.0% (One percent) of gross quarterly bill value will be recoverable in**

**case cumulative down time of any x-ray baggage scanner machine exceeds 15 hr. of commercial operations in a quarter.**

## **12 FORCE MAJEURE**

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

## **13 PAYMENT TERMS**

**13.1** The payment will be made to the Contractor on **quarterly basis**. The deduction against the **downtime** due to failure of the performance of the machine will be adjusted from the running bill on **quarterly basis** by KMRC in Indian Rupees (INR) .

### **13.2 Retention Money**

An amount of 10% of Quarterly Bill Value will be deducted from the Contractor's bill upto maximum 5 % of the Contract Price, in addition to initial performance guarantee of 5% of the Contract Price submitted during agreement, as retention money which will be refunded after completion of the contract period adjusting the liquidity damages for system unavailability if any.

In case, if Contractor desires to submit bank guarantee equivalent to retention money ( in lieu of ) of 5% of the contract value for the entire contract period ( i.e. 6 years) then no retention money will be deducted from the Contractor's quarterly running bill.

## **14 INDEMNITY**

**14.1.** The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

**14.2.** The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

## **15 CORRUPT PRACTICES**

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 11.

## **16 INSOLVENCY AND BREACH OF CONTRACT**

16.1. The Purchaser may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say: -

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

## **17 LAWS GOVERNING THE CONTRACT**

17.1. This contract shall be governed by the Laws of India for the time being in force.

18.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of the tender has been issued.

## **18 ARBITRATION**

18.1 In case of any disputes arising between the purchaser and the bidder, the matter will be referred to the Arbitrator solely appointed by MD, KMRC. All the decisions made by the Arbitrator shall be final and binding to both the parties.

### **18.2 Cost of Arbitration**

The cost of arbitration shall be borne by the respective parties. The cost shall, in addition, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

### **18.3 Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of city courts of KOLKATA.

### **18.4 Suspension of Work On Account Of Arbitration**

There should be no impact on the ongoing Proving, Installation, Testing, Commissioning, Maintenance, Operational requirement of equipment along with training to the staff of the purchased in case the matter is referred to Arbitration.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **1. CONDITIONS GOVERNING THE CONTRACT**

The special conditions of contract contained herein shall be supplemented to the general conditions of the contract and in event of any conflict or inconsistency between them; Special conditions of the contract will supersede the General conditions of the contract.

### **2. SCOPE OF WORK**

The work covered in the tender includes **Providing, Installation, Testing, Commissioning, Training** and Maintaining of X-RAY Baggage Scanner Machine, Door Frame Metal Detector (DFMD) and Hand Held Metal Detector (HHMD) Equipment at various metro stations as specified in the letter of acceptance / contract agreement from the date of commencement.

**This tender, for hiring of machines and services to provide by the eligible tenderer for the East-West Metro Stations of KMRCL except operation of machines for Security checking and anti frisking.**

2.1 Original Equipment Manufacturers (OEM/OEMs) of X-RAY Baggage Scanner Machine, DFMD and HHMD Equipment or their authorized representatives or System Integrator must have offices in India. The address and contact details of these offices shall be submitted for verification.

2.2 All software and firmware upgrades for the system as applicable shall be free of cost for a period of up to the contract period for respective security Equipment as mentioned in the tender. **A confirmation letter from the OEM/OEMs shall be submitted.**

2.3 The power supply available at the stations shall be 230 V / 50 Hz AC which may vary from 160 Volts to 270 Volts. All modules of the system should work using this power supply only.

2.4 All the modules of X-RAY Baggage Scanner Machine, DFMD and HHMD Equipment shall be modular in construction. In case of up-gradation of such modules in future, it shall be possible to upgrade them without replacing the entire equipment at the cost of the contractor.

### **3. ELIGIBILITY CRITERIA**

As given in NIT clause 1.1.3.2 (A&B).

### **4. CONTRACT PERIOD**

The Contract Period will be **6 years (72 months)** for providing the services “**Providing, Installation, Testing, Commissioning, Training and Maintaining** of X-RAY Baggage Scanner Machine, Door Frame Metal Detector (DFMD) and Hand Held Metal Detector (HHMD) Equipment at various metro stations as specified in the letter of acceptance / contract agreement from the date of commencement.

The contractor has to maintain required spare parts of the equipment provided to KMRCL stations as on-site spares in KOLKATA for immediate replacement during failures at the tenderer’s cost to reduce the downtime. The defective parts should be replaced at the earliest in the interest of the contractor to avoid penalty for down time in case of system failures.

**Down Time to Restore (DTTR) of 2 hours (Including the Time of Travel) is required to be maintained for every equipment supplied under this contract. The Liquidity Damage for system unavailability i.e. down time to restore GCC clause no. 11.2 shall be applicable.**

#### **5. SPARE PARTS & SERVICES:**

5.1 The contractor will, however, have to procure all the tools and plants required for executing the labour portion of the work and before the actual commencement of the work the contractor will satisfy the KMRC that he has procured all the necessary tools and plants of the required quality. The contractor shall engage his own labour and supervisor for the execution of the work covered in the contract.

5.2 The contractor shall supply all the spare and parts for the equipments and transport the same to the work site i.e. metro stations at his own cost.

#### **6. TECHNICAL DOCUMENTS**

6.1 The following technical documents and other information along with the equipment datasheets are required to be submitted in the technical bid:

- a) Detailed technical description of each of the equipment offered
- b) Documents for installation details etc.
- c) Details regarding power supply equipment such as UPS and Inverter etc.
- d) Manual for operation and maintenance of the equipment supplied.
- e) Details of test accessories and test facilities provided along with write up testing and troubleshooting procedures. Technical literature of equipment to be supplied, along with the supply of materials.
- f) All necessary softwares/ Original CDs/DVDs which are part of technical equipment.
- g) Guarantee/Warranty certificate with the validity upto contract period.

6.2 An undertaking to the effect to be given by the bidder Contractor/Sub-Contractor (in case of representatives, both Manufacturer and its representative or system integrator have to submit) stating their credentials as indicated in ANNEXURE 8.

7. **N.A.**

8. **N.A**

9. **N.A**

#### **10. TENDERER'S DRAWING AND SPECIFICATION**

Tenderer shall furnish with his tender, technical specifications and pamphlets, drawings or reference for all the equipment to be supplied for the contract.

#### **11. SUPPLY OF EQUIPMENTS TO SPECIFICATION**

All the materials and equipment to be supplied for the services shall be of Industrial grade. The tenderer has to load, unload and transport, install, testing, commissioning, training and maintenance to the stations at his own cost. No additional amount will be paid by KMRC.

## 12. INSPECTION OF EQUIPMENT

The bidder is required to furnish necessary documents / certificates duly approved by accredited laboratories/ agencies to support the following inspection test undertaken during manufacturing and prior to delivery as mentioned in Technical Specification and in the SCC of the Tender document. The documents /certificates are to be submitted by the bidder in the technical bid. All cost towards inspection will be borne by the bidder.

a) If the equipment which arrives at the destination does not meet the requirements of the technical specification, it will be ask to replace.

b) The cost of all tests and/or analysis affected at the manufacturer's or contractor's works shall also be borne by the contractor.

## 13. TENDERER'S RESPONSIBILITY

All costs, damages and expenses which the **KOLKATA METRO RAIL CORPORATION LIMITED** may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may, at the discretion of the KOLKATA METRO RAIL CORPORATION LIMITED be recovered by deducting the requisite amounts from any moneys due and payable or refundable to the contractor on any account whatsoever or by legal proceedings. The KOLKATA METRO RAIL CORPORATION LIMITED also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor.

## 14. ACCEPTANCE TESTS OF THE INSTALLED EQUIPMENT & ITS SERVICES

a) Immediately after the completion of installation of equipment at each station the contractor shall certify and advise KMRCL in writing that the installation is:

(i) Complete

(ii) Ready for satisfactory commercial service and

(iii) Ready to be handed over to the security personnel.

b) Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by tenderer.

c) KMRC shall issue an Acceptance certificate for successful commissioning of equipment covering all materials and services included in the Schedule of works after the final acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. KMRC decision in this respect shall be final. The Acceptance Certificate shall be signed by both the parties.

d) After the work has been completed & placed in service and Acceptance certificate issued by KMRC, the contractor shall be responsible for proper maintenance supervision of the work for the entire contract period from the date of commencement. For this purpose he shall prepare a maintenance plan beyond operation hours and make available the services of qualified maintenance engineer stationed at the location approved by KMRC who will guide the security personnel for its operation and maintenance

of the machines. The maintenance engineer of the tenderer will remain at the stations and vigil the total installation for its trouble free operation of all the machines.

e) During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any work, the contractor will rectify the same free of cost. During such rectification if any faulty equipment/modules need replacement or repair, that shall be provided by the contractor from the spares and parts that the contractor should bring to the station for functioning of the machine.

15. **N.A**

16. **N.A**

17. **N.A**

18. **N.A.**

19. **N.A**

20. **N.A.**

#### **21. TIME FOR INSTALLATION AND COMMISSIONING**

The equipment needs to be installed and commissioned within a period of 8 weeks from the time the location is made available. Further, care needs to be taken while shifting of the equipment to the stations so that other installations at the stations, flooring of the stations are not damaged. If any damage to other installations happens, the contractor has to make good of the same or the amount will be deducted from the invoices.

#### **22 Shifting / Relocation of Machine:**

That Contractor shall install and maintained the machines at the agreed station locations and the machine shall not be moved to any other place by KMRCL without adequate support from agency within the premises or outside the premises.

In case KMRCL intimates for shifting of machine from one location to other, the expenditure thereof will be paid as per the rate indicated for shifting of machine item in price bid, Annexure-1

#### **23. Agency's Responsibility:**

- Agency will confirm that all machines provided under this contract are New, functional in all aspects and meets all safety standards set by AERB (Atomic Energy Regulatory Board of India).
- Training as and when required to the security staff deployed for checking and anti-frisking of the machines will be agency's responsibility.
- Agency will confirm that all machines under this contract are covered under comprehensive AMC covering all parts & labor charges, including insurance coverage both for machines & maintenance engineer from accident, damage, rampage if anything occurred. KMRCL will not be responsible in any way.



- **The tenderer will provide service engineer exclusively for maintenance of all the machines at all stations during operational hours of metro services.**

## SCHEDULE OF REQUIREMENT

### BILL OF QUANTITY

Total number of X-Ray baggage Scanner Machine, DFMDs and HHMDs required to be supplied as per the specifications for various stations in E-W Metro of KOLKATA Metro Rail Corporation is:

Sl.No	Specification	X Ray Baggage Scanner System	Door Frame Metal Detector (DFMD) System	Hand Held Metal Detector (HHMD) with all accessories	Planned Date of Installation of Equipment	Key Date for Service Commencement of Equipment
	<b>For Phase 1 Stations</b>					
1	Salt Lake Sec V	1	3	3	15.09.2018	30.09.2018
2	Karunamoyee	1	3	3		
3	Central Park	1	3	3		
4	City Center	1	3	3		
5	Bengal Chemical	1	3	3		
6	Salt Lake Stadium	1	3	3		
A	<b>TOTAL</b>	<b>6</b>	<b>18</b>	<b>18</b>		

**Note: KMRC may enhance the scope of work for Phoolbagan for which the agency will agree to provide the services with required machines as per accepted rate and same terms and condition of the contract agreement.**

## **TECHNICAL SPECIFICATION**

### **1. GENERAL**

X-RAY Baggage Scanner Machine, DFMD and HHMD System shall be located at the specified location of KMRC metro stations/depot or other places as per site requirement to screen passenger's baggage and the passenger himself before permitting entry to platforms and vital locations of KMRC premises.

### **SCOPE**

a) The specification of X- Ray Baggage Scanner Machine, DFMD and HHMD covers technical specification and requirement of baggage Scanner Machines consisting of X-Ray Baggage Scanner Machine, entry/exit stainless steel roller tables, Table and chair for operating the operator console, UPS, LCD color monitors, operator control console, DFMD ,HHMD etc. for baggage Inspection at different locations of Metro stations.

b) X-Ray Baggage Scanner Machine shall be capable of storing images and these images can be retrieved from a USB port using an external drive. The system shall be able to work continuously without interruption.

### **2. SYSTEM DESCRIPTION**

a) X-Ray Baggage Scanner Machine to be provided at Metro Stations of KMRC shall consist of X-Ray Baggage Scanner Machine, operator console with touch sensitive pad, stainless steel roller tables on entry and exit side, online UPS with maintenance free batteries for giving 30 minutes power back-up, LCD Colour monitors, power cable, Combined Test Piece (CTP), Threat Image Projection (TIP) software etc.

b) X-Ray Baggage Scanner Machine shall have tunnel size of 600 mm (width) x 400 mm (height).

c) DFMD with Passage dimensions 200 cm height, 72 cm Breadth, 57 cm Width and weight approximately 90 Kg, minimum 9 Zones with throughput of 25 people per minute shall be placed at entry of all stations.

d) HHMD with maximum 500 Gms. Weight, single push button operation, scan rate of minimum 3" to 24" per second, shall detect ferrous and non-ferrous metals.

### **3. GENERAL REQUIREMENTS**

a) Original equipment Manufacturer or their authorized representatives of X-Ray Baggage Scanner Machine, DFMD and HHMD shall have their services based in India.

b) X-Ray Baggage Scanner Machine shall have quality system compliance (ISO 9001), CE complied and Atomic Energy Regulatory Board of India (AERB) certified. International Radiation Safety Standards like that of 21CFR1020.40 of USA or equivalent is desirable or supported by test certifications from NABL (India) or other accredited labs from the country of origin of the equipment.

c) The X-Ray Baggage Scanner Machine shall comply with the film safety of ten passes of ISO 1600/33 DIN high- speed photographic film.

d) All software and firmware upgrades shall be free of cost for lifetime of respective security equipment as per conditions mentioned in the tender. The PC of the Equipment shall be easily accessible and programmable.

e) The system should be capable of adapting to diverse operational requirements and evolving security challenges through easy customization of software-based controls and tools.

f) The power supply available at the Metro Station shall be 230V, 50Hz AC which may vary from 160 Volts to 270 Volts. All modules of the Scanner Machine should work using this power supply only with requisite converters and voltage stabilizers of suitable capacity (Minimum of **3 KVA** capacity).

g) The X Ray Baggage Scanner Machine and DFMD shall be capable of bidirectional Inspection operation.

#### 4. TECHNICAL REQUIREMENTS

a)

(i) Technical specifications of DFMD shall be meeting the following criteria:

<b>1</b>	It should be capable to detect both ferrous and non-ferrous metals	
<b>2</b>	Passage Dimensions	Height: 200 Cm Approx. Breadth: 72 cm approx. Width: 57 Cm Approx.
<b>3</b>	Weight	90 Kg Maximum
<b>4</b>	Power Supply	220+/- 10 Volt AC, 50 Hertz, 12-24 Volt DC should be provided with internal battery back-up for 4 hours minimum.
<b>5</b>	Alarm	Acoustic and optical alarm with alphanumeric display, height on person bar display (Metal Locator), low battery indication.
<b>6</b>	Sensitivity	Wide range of sensitivity setting and fine tuning, zone wise sensitivity, setting required.
<b>7</b>	Zones	Not less than nine zones, covering full height of the instrument
<b>8</b>	Calibration	Manual and automatic by built in key pad and by remote control via a serial/ wireless link. All functions should be programmable and controlled by a microprocessor.
<b>9</b>	Counter	Intelligent traffic counter for transit
<b>10</b>	Detection	Uniform from top to bottom
<b>11</b>	Throughput rate	25 people per minute
<b>12</b>	Multiple Metal	Should be able to detect multiple metal objects of various size in all the zones simultaneously.
<b>13</b>	Protection	Conform to relevant electric safety standard (Supported by test certifications from NABL (India) or other accredited labs from the country of origin of the equipment).
<b>14</b>	Other Features	a) High discrimination between small masses and personal metallic objects. b) Automatic synchronization for DFMDs located close to each other up to a distance of one feet side by side. c) Programming protected by pass word. d) Magnetic field should be harmless to magnetic media, electronic devices (Supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment), weavers of heart pacemakers and pregnant women (BY A Govt. recognized medical institutes).

		e) Should not be affected by heavily reinforced floors. f) Should not be affected by external RF transmission and EMI (supported by test certificates from NABL(India) or other accredited labs from the country of origin of the equipment)
15	Accessories to be provided	a) Operating manual for user b) Test samples for testing during commissioning and during maintenance.
16	During the Contract Period, all the services, spares, consumables including battery if any shall be supplied by the contractor. Nothing shall be paid extra.	
17	The availability of Equipment shall not be less than 99%.This will be calculated in following manner: <b>Total Time-Down Time</b> ----- X 100 <b>Total Time</b> Total time taken shall be revenue hours of operation of KOLKATA Metro. At present it is different for different stations. Typical hours are from 06:00 AM to 11:00 PM every day.	

(ii) Technical specifications of HHMD shall be meeting the following criteria:

S/N	Specifications
1	Dimensions: Length: Max 500mm Prob Width: Max 120mm Body Width: Max 65mm
2	Weight: Max 500 gms
3	Rechargeable NIMH 9 Volts Battery minimum (150mAh), should run minimum 40 hrs. on single charge on 100% detection rate.
4	Battery protection: To be provided against damage due to reverse polarity.
5	Indication: Single LED based audio and multiple indication for: i. Switch on ii. Metal detection iii. Low battery indication
6	Operation: Single push button operation
7	Construction: Should be rugged and impact resistant ABS moulded casing
8	Scan rate: minimum 3" to 24" per second
9	Detection: Should be able to detect ferrous and non-ferrous metals - Pistol .22 at min 6" - Cartridges .22 at min 2" - Razorblade at min 1"

10	Tuning: Automatic to ensure equal result on wide range of metal and alloys
11	Miscellaneous: The firm shall provide the following as applicable along with the equipment: a. Cleaning kit b. Technical manual giving full description of the items. c. User handbook
12	Temperature range of operation: 0 degree to 55 degree Celsius
13	During the Contract Period, all the services, spares, consumables shall be supplied by the tenderer. Nothing shall be paid extra.
14	The availability of Equipment during Contract Period shall not be less than 99% this will be calculated in the following manner: <u>Total Time - Down Time x 100</u> Total Time Total time taken shall be revenue hours of operation of KOLKATA Metro. At present it is different for different stations. Typical hours are from 06:00AM to 11:00PM every day.

b) X Ray Baggage Scanner Machine for all type of Metro stations/depot should mainly consist of the following:

- i. X-Ray system
- ii. Operator Control Console
- iii. Inbuilt lockable drawer for console/screen monitor
- iv. Entry/ Exit Roller Table and UPS
- v. Power Stabilizer (Minimum of 3 KVA or above from reputed supplier)
- vi. Battery and Stabilizer Stand.
- vii. Guarding arrangement of monitor.

c) The X-Ray Baggage Scanner Machine, DFMD and HHMD devices should preferably be provided at specified location of the metro station or any other locations as decided by KMRC in KOLKATA.

d) The X Ray Baggage Scanner Machine shall have imaging capabilities using dual-energy folded detector array having minimum number of diodes for following tunnel sizes:

For tunnel size 600 mm (width) x 400 mm (height): Sensor > 1000 photo diodes

e) The X Ray Baggage Scanner Machine shall have transparent color feature providing a crisp, clear and robust color images enabling the operator to interpret threat objects with higher degree of confidence.

f) The X Ray Baggage Scanner Machine shall have an operator interface with a touch-sensitive pad /roller allowing operator for a continuous heads-up operation.

g) The Equipment should be capable of discrimination of organic /inorganic stripping, reverse video, pseudo Colour imaging, image annotation, real time continuous diagnostics and edge enhancement.

h) The Equipment should have image zooming capability from minimum 2X – 16X zoom and continuous zoom up to 16X.

i) Each Equipment should have Threat Image Protection (TIP) software which can insert fictitious threat image at periodic intervals and tracks operator responses, allowing supervisor to access the effectiveness of the Inspection operations and encouraging operator to stay alert.

j) Not Used.

k) The system shall have audio and visual alarm for a threat after it has compared scanned objects to data on known threats and shall highlight suspect items for further analysis.

l) All the Equipment installed outside the control room shall be able to withstand 0 deg C to 50 Deg C and humidity of 95 % non-condensing. The storage temperature capacity should be -20 Deg C to 60 Deg C and airborne noise level of <70 dB (A)

## 5. HARDWARE REQUIREMENT

X-Ray System of Tunnel Size: 600 mm (width) x 400 mm (height)

i) The Equipment shall work on 230 V AC voltages, single phase, 50 Hz, 5 Amp max.

The power supply available at the Metro Station shall be 230V/ 50Hz AC which may vary from 160 Volts to 270 Volts. The equipment should be able to with stand the voltage fluctuations

ii) The X-Ray Baggage Scanner Machine shall meet the following minimum technical requirements.

1	Conveyor Length	As Per OEM Specification
2	Conveyor Height	800mm (+/- 2%)
3	Conveyor Speed	200 mm per second (minimum) or Above
4	Conveyor Capacity	160 Kg or more

iii) X Ray Requirements: The X Ray Equipment shall have following minimum technical specification.

1	Tank Voltage	160 kV
2	Duty Cycle	100%
3	Cooling	Sealed oil bath
4	Beam Orientation	Vertically Upward
5	X-Ray Sensor	Sensor> 1000 Photo Diodes in folded array (L-Shaped) configuration. In Case of defective diode arrays inspection should be disabled and error message should be displayed on the screen

iv) X-ray Imaging and performance: The X Ray Equipment shall have the following minimum technical specifications and features for imaging:

1	Resolution	38 AWG Guaranteed
2	Steel Penetration	35 mm Guaranteed
3	Contrast Sensitivity	4096 gray level stored
4	Video Resolution	1280x1024/24 bits/pixel colour
5	Video Display	Two High Resolution 19" LCD High-Resolution, Flicker free display ergonomic, LCD colour Monitor.
6	Computer Processor	Intel 7 <sup>th</sup> Generation processor as indicated in computer specification.

- a) The Equipment should have features of multi energy X-ray imaging facility where materials of different atomic number will be displayed in different colors to distinguish between organic and inorganic materials. With this method to distinguish high density organic materials including explosives. Equipment should have variable color or materials stripping to facilitate the operator to monitor images of organic materials for closer scrutiny. All suspicious items (Explosive High density, material narcotics) should be displayed in one mode and that should be on line.
- b) Radiation Safety: The Equipment must comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. The radiation level should not exceed excepted health standard (0.1m R/Hr. at a distance of 5 cm from external housing). Before installation of the Equipment the supplier / manufacturer should furnish relevant certificate from Atomic Energy Regulate Board of India (AERB) regarding radiation safety. To comply with all applicable health & Radiation Safety regulations for X-Ray system.
- c) The company manufacturing the equipment should have ISO certification for manufacturing and serving of X-ray Baggage Scanner Machine.
- d) Film safety: Guaranteed safety for high speed films up to ISO - 1600. The Equipment should be film safe. In other words photographic films must not be damaged due to X-Ray examination.
- e) Equipment should be rodent protected. Dust proof cover is to be provided for covering when system is not in use.
- f) Facility for variable contrasts must be incorporated to allow enhancement of lighter and darker portion of the image.
- g). The Equipment should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.
- h) Throughput should be 300 bags per hour or more. All software features of Equipment should be online and password protected.
- i) Full diagnostic built in test facility. All models should have software controlled diagnosis report facility and system should give printout if printer is connected.
- j) All software features of Equipment should be online and password protected.
- k) Equipment should be capable for recalling 20 previous images. It should be capable for archiving minimum 50,000 images.
- l) The operator personal identification number (PIN) can be entered through the keyboard.
- m) Facility of image enhancement should be available.
- n) All models should have online recording facility and images can be recorded in CD R/W.
- o) Lead impregnated safety screens should be available at either ends of the tunnel. Idle roller provided at either ends of the tunnel to facilitate placing of baggage at input and output.
- p) System should work on one software only. All software features should be controlled from Keyboard of Equipment only. Keyboard function should be user friendly. To enable/ disable the software features system should not be rebooted.
- q) If the Equipment fails to penetrate a particular item then an alarm video and audio both should be generated to notify the operator.
- r) The Threat image projection (TIP) system software to be incorporated in all X-Ray BIS operation.
- s) Copy of all software including X-Ray software with recovery CD must be provided.
- t) Operational Training-Operation Staff has to be provided free training.



u) Operating and Service manual shall be provided with each Equipment.

v) Other features to include the following:

- 1) Edge & Variable edge enhancement
- 2) Inverse Video
- 3) Fast initial warm-up
- 4) Pseudo Colour
- 5) Date & Time Display

w) Computer Specifications (minimum or better to be provided)

- 7th Generation Intel® Core™ i5-7600 Processor (6MB Cache, 4.20 GHz) or higher version
  - Intel® HD Integrated Graphics
  - RAM 8GB Single Channel DDR3 1600MHz
  - Hard Disk Drive: 1 TB 7200 rpm serial ATA HDD or higher version.
  - Joy stick facilities
  - Mouse: Optical, Keyboard: windows keyboard.
  - Bays: 4 Nos (2 Nos 5.25 inches for Optical Media Drives and 2 Nos 3.5 inches for Hard Disk Drives).
  - Ports: 6 Nos USB\_3.0 ports (with at least 2 in front), 1 serial port, Parallel port, 1 PS/2 Key board and 1 PS2 Mouse port, audio ports for microphone and headphone in front.
  - Cabinet: Mini tower.
  - DMI: DMI 2.0 compliance and support.
  - CD-R/RW Drive: DVD writer
  - Networking facility: 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, out of bad management using any standard management software.
  - Operating System: Windows/LINUX latest Business version reloaded with Media and Documentation and certification of Authenticity.
  - Power Management: Screen blanking, hard disk and system idle mode in Power On, Set up password, power supply SMPS surge protected.
- Note: Specified above are minimum requirements.

x. Operator Control Console

i) Operator interface shall provide a simple, flexible and powerful way for operator to control the system and make maximum use of the imaging information.

ii) The operator interface shall combine not more than three button conveyor control with a touch sensitive pad allowing heads-up operation.

y. Entry/ Exit roller Table:

i) Two stainless steel roller tables shall be provided with each system, one at the entry side and other at the exit side.

ii) Each roller table shall of at least entry 500mm and exit 1000mm size. The height should be adjustable according to the height of the system conveyor.

z. Uninterrupted Power Supply (UPS):

Each X-Ray system shall have an external single phase 3kVA On-line UPS to support PC and electronics It should be of Standard manufacturer make with maintenance free battery to provide power back-up for at least 30 minutes.

i) Combined Test Piece (CTP): Each system shall have a Combined Test Piece (CTP) for testing the steel penetration, wire resolution, organic and inorganic material discrimination of the Equipment. Bidder to provide a test certificate for the accuracy of CTP from a Govt. Laboratory. This has to be provided along with every Equipment.

## 6. SOFTWARE REQUIREMENTS

### Image Management Software

It shall offer a complete X-Ray image analysis solution that shall be pre-installed in the system's PC.

The software shall provide the following:

- Visual alerts to the operator in case of a threat or high density object.
- Operator logs
- Date, Time and Operator ID
- Entire toolbar shall be available on the screen for the operator to select and use required icon of the image analysis feature.
- Self-diagnostics tool with error message and system configuration tool.

Threat Image Projection (TIP) Software Features:

The TIP software shall perform the following applications:

- i) TIP software facility shall be incorporated in the X-Ray Baggage Scanner Machine to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object.
- ii) The system should create a threat object and the same should be superimposed on the monitoring screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator shall use the required toolbar icon using the control panel that should cause the computer generated threat object to disappear from X-rayed bag image on the display screen. Each operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorized person.
- iii) The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 firearms in various sizes, shapes, locations and orientations. However, the system shall have facility to expand the library to incorporate additional images.
- iv) The image library should contain images of threats at different orientation.
- v) Programming facility shall be available to project threat images at different intervals. The time period for threat image as well as image mix in percentage shall be user programmable.
- vi) The threat image projection facility shall have details of user data base such as screener name, organization, user ID number, level of access such as screener, administrator, maintenance schedule and password etc.
- vii) Access to start up menu should be restricted only to the authorized individuals. A login procedure by means of password or security key should provide restricted access.
- viii) The threat image projection should be capable of giving feedback message. No message will be presented if a screener correctly passed as clear bag. (HIT, MISS, ALARM message)
- ix) The system shall automatically prepare the daily log of events for each screener performance.

## **7. COMBINED TEST PIECE (CTP) TESTS REQUIREMENTS**

### **a) Single Wire Resolution (Test No. 1)**

The requirement is to display 38 AWG guaranteed (40 SWG typical) wire not covered by step wedge. A tick should indicate the visibility of appropriate wire. A set of un-insulated tinned copper wire of different sizes in SWG should be placed on a Perspex sheet. Wires are to be laid out in S shaped curves. The wires should be placed behind varying thickness of aluminum. Metallic marker should be provided using high density material, so that SWG numbers in the Video Display Unit (VDU) are clearly visible.

### **b) Useful Penetration (Test No. 2)**

The test defines what level of details can be seen behind a thickness of known material. The CTP should have different gauges of wire behind varying thickness of aluminum. The requirement of this test is that the 26 SWG wire should be seen under second step wedge (5/16”).

### **c) Material discrimination (Test No. 3)**

The requirement is that different colors should be allocated to the sample of organic and inorganic substances. With multi energy X-Ray, it should be possible to distinguish between materials of different average atomic number for differentiating between organic and inorganic substances. The use of sugar and salt samples encapsulated on the test piece and various materials used in the construction of CTP should check the material discrimination facility.

### **d) Sample Penetration (Test No. 4):**

The requirement is that the lead should be visible beneath 26mm of steel. This test defines what thickness of steel the Equipment should be able to penetrate.

### **e) Method of Testing:**

The CTP should be viewed by using image enhancing facility till the operator is satisfied that the Equipment is working properly. The optimum position of CTP on the belt will depend on X-Ray source and detector arrangement. This should be ascertained from the service engineer, if need arises.

The best Result out of multiple inspection of CTP in both colour and black and white images shall be taken into account for a particular Equipment.

## **8. TEST REQUIREMENTS**

### **a) Conditions of Tests:**

- i) Unless otherwise specified all tests shall be carried out at ambient atmospheric conditions.
- ii) Inspection and testing shall be carried out to the effect that all requirements of this specification are complied with.
- iii) Inspection shall be carried out for complete unit of X-Ray Baggage Scanner Machine along with associated accessories.

### **b) Type Tests:**

For type test, one complete system of X-Ray Baggage Scanner Machine shall be subjected to following tests as applicable.

#### **a) Visual Inspection**

#### **b) Performance Test**

#### **c) Factory Acceptance Test**

#### **d) Acceptance Tests:**

The following shall constitute the acceptance tests which shall be carried out by the inspecting authority for the purpose of acceptance of complete systems in each site offered by the supplier.

- a) Visual Inspection of complete system
- b) Performance Test

Any other tests shall be carried out as considered necessary by the inspecting authority

- d) Routine Tests:

The following shall comprise the routine tests and shall be conducted by manufacturer on every equipment and the test results will be submitted to the inspection authority before inspection. The application software in proper format, wherever applicable, shall also be submitted to the inspecting authority in advance.

- a) Visual inspection of complete system
- b) Performance Test

Any other tests shall be carried out as considered necessary by the inspecting authority.

## 9. TEST PROCEDURE

The test procedure shall be based on the published system design. The methodologies to be adopted for various tests shall be decided taking into account the system design/ configuration.

### Visual Inspection

Each equipment of X-Ray Baggage Scanner Machine shall be visually inspected to ensure compliance with the requirement of clauses mentioned in this specification. The visual inspection shall broadly include:

- a) System Level checking:
  - i) Constructional details
  - ii) Dimensional check
  - iii) General Workmanship
  - iv) Configuration
- b) Performance Test:

- i) The equipment shall comply with the requirements as specified in clauses of technical specification.
- ii) The PC Workstations for use of operators/ screeners and the administrators as mentioned in technical specification shall be of standard make only complying with all the parameters mentioned in the specification.

## 10. QUALITY ASSURANCE

- a) All materials and workmanship shall be of good quality.

- Since the quality of the equipment bears a direct relationship to the manufacturing process and the environment under which it is manufactured, the manufacturer shall ensure Quality Assurance Program of adequate standard.

- Validation and system of monitoring of QA procedure shall form a part of type approval. The necessary plant, Equipment and test instruments as mentioned in Schedule of Technical Requirements (STR) shall be available with the manufacturer.

- b) Along with the prototype sample for type test, the manufacturer shall submit the Quality Assurance Manual.

### Consumables:

Vendor is required to store at his own premises & supply required consumables as & when required by KMRC.

If any other consumable required other than the ones mentioned above, the supplier is required to supply the same free of cost. The availability of Equipment shall not be less than 99% this will be calculated in following manner:

$$\frac{[(\text{Total Time} - \text{Down Time}) / \text{Total Time}] \times 100}{}$$

Total time taken shall be revenue hours of operation of KOLKATA Metro. Operation hours are from 6:00AM to 11:00 PM every day.

## 11. TRAINING

- a) On-site training shall be provided to the KMRC staff/ security personnel which shall include complete assembly of each types of system through the use of various modules, integration of hardware with software and complete operation of the system.
- b) At the time of handover of the X-ray baggage Scanner Machine, DFMD and HHMD, concerned station staff in each station needs to be trained for operation and fault diagnosis etc. Apart from this, training for operators of the Equipment needs to be organized in 5 batches, each batch size not exceeding 20 operators. No additional payment will be made for this training.
- c) Sets of training manual in two hard copies and two soft copies for each equipment containing details of the technical specifications, installation and commissioning, troubleshooting & maintenance schedule etc. shall be supplied along with the system.

**ANNEXURE- 1**

**PRICE BID**

**Schedule of Rates**

<b>Machine Particulars</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate to be quoted per month per Machine (in Figures)</b>	<b>Rate to be quoted per month per machine(in Words)</b>
1) X-Ray Baggage Scanner Machines - 60X40.	Number	6		
2) DFMD (9 channel)	Number	18		
3) HHMD	Number	18		

<b>Details of items</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Rate to be quoted (in Figures)</b>	<b>Unit Rate to be quoted (in Words)</b>
4) Shifting of Scanner Machine from one location to other if any	Per Shifting	10		
5) Extra operational Services beyond 17 hours	Per Hr.	50		

**Note: -**

- 1) Quoted rate shall include all taxes, duties, manpower required for providing, installation, testing commissioning, training and maintenance of the machines in good condition with tools, tackles, spares of the machine.
- 2) KMRCL shall pay Quarterly rental charges as per accepted rates and agreed terms and conditions.
- 3) The rates quoted by the tenderer for each item of schedule of rates will remain firm upto 12 months for the services provided. Thereafter an increase @ 5% per year (year over year), over the quoted rate will be applicable from 2nd year to 6th year of the contract duration for all items.
- 4) The price quoted by the tenderer shall be including insurance cost, freight charges etc. i.e. Indian Rupee (INR) .
- 5) Services of the Machine to be provided for 17 Hours in a day for 365/366 days as per time schedule of KMRCL. On some festival days or special occasions, if KMRCL/ Metro Railways decides to run the operation more than 17 hours, agency will extend the extra operational services of those days upon notification by KMRCL/ Metro Railways for public services. Additional charges thereof will be paid as per above schedule of rates.
- 6) For item 5 quoted rates includes availability of systems in all the station including Phoolbagan as and when added in the system.



**ANNEXURE- 2**

**PROFORMA FOR PAST PERFORMANCE**

**COMMERCIAL DETAILS & PAST PERFORMANCE**

**A.COMMERCIAL DETAILS**

- a) Name and Address of the Banker. A copy of the Banker’s report should be enclosed.
- b) Last 5 Years turn over i.e. 2012-13 , 2013-14, 2014-15, 2015-16, 2016-Dec 2017 (Documentary evidence should be enclosed).
- c) A copy of current valid ITCC (Income Tax) should be enclosed.

**B. PAST PERFORMANCE**

Details of orders for the quoted item executed should be furnished in the following format.

(Copy of PO to be enclosed)

S.N	Full address of purchaser	Order Number and Date	Descriptions of Store	Qty.	Value of Order	Date of Delivery	Delivery Location

Date:

Signature:

Place:

Name of the Organization:

Designation:

Seal of The

Organization:

NOTE:

- a) In addition to above a certificate from the Purchaser should be enclosed to indicate that the contract was satisfactorily performed.
- b) The above proforma shall be submitted individually by contractor/Sub-Contractor for respective security equipment i.e. X-Ray Baggage Scanner Machine/DFMD/HHMD



**ANNEXURE- 3**

**ELIGIBILITY CRITERIA - FINANCIAL**

(Details to be completed by Tenderer even if Annual Report is separately furnished)

Sl. No.	Description	Actual for Previous 3 years ending 31.03.2017								
		Financial Year 2014-15			Financial Year 2015-16			Financial Year 2016-17		
		Exchange Rate	Respective currency	In equivalent INR	Exchange Rate	Respective currency	In equivalent INR	Exchange Rate	Respective currency	In equivalent INR
1	Total Assets									
2	Current Assets									
3	Loan & Advance									
4	Total Liabilities									
5	Current Liabilities									
6	Provisions									
7	Profit before Interest and Tax									
8	Profit before Tax and after Interest									
9	Profit after Tax									
10	Net worth#									
11	Average Annual Turnover									
12	Banking Limit (from Banking reference)									

# Net worth (Paid up equally Capital plus Reserves & Surplus) – (Debit balance in Profit and Loss account + Intangible assets).

This information should be extracted from the Annual Financial Statements and Banking Reference.

Annexure-3 should be duly certified and signed by the Chartered Accountant.

SIGNATURE OF TENDERER

**ANNEXURE- 4**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER**

**1. NAME OF THE FIRM**

**2. LOCATION**

**2.1 Postal Address.**

i) Head Office

ii) Works/ Factory

**2.2 Telephone No. (With ISD/STD code).**

i) Head Office

ii) Works/ Factory

**2.3 Telegraphic address & Telex/ Fax**

i) Head Office

ii) Works/ Factory

**3. DESCRIPTION OF FACTORY/WORKS**

i) Total Land area (in Sq. meters)

ii) Total covered area (in Sq. meters)

iii) Different sub-units (with details of covered/ uncovered area, etc.)

iv) Special features, if any:

**4. NUMBER OF PERSONNEL EMPLOYED (CATEGORY-WISE)**

I) Managerial \*

II) Supervisory\*

III) Skilled artisans

IV) Unskilled

\*The qualification may also be indicated.

**5. GENERAL INFORMATION-TECHNICAL**

5.1 Description of different departments in the Factory/ Works and function of each department, along with an organizational chart

5.2 Detailed description of Equipment and Plant in each department (make and year of procurement/ commissioning to be provided. For special type of equipment copy of Pamphlets/write ups to be furnished so as to supplement the description.

5.3 Details of raw-materials held in stock (state whether imported/ indigenous).

5.4 Production capacity of the quoted items

Per month:

Per year:

5.5 List of other items, which the firm regularly manufactures and corresponding production capacity.

**6. DESIGN CAPABILITY**

6.1 Details of Qualified Personnel (indicating qualification and experience)

6.2 Other facilities available.

**7. MANUFACTURING PROCESS**

7.1 Level of In-house Facilities

7.2 Important items of Work done by Outside Vendors

7.3 Brief details of manufacturing process relevant to the items quoted.

**8. QUALITY ASSURANCE**

8.1 Is the firm certified for ISO 9000 or equivalent? If so, please give certification details. (If firm is certified for ISO 9000 or Equivalent, no further information on Para 8 is required to be filled in).

8.1.1 If NO, does the firm contemplate to obtain ISO 9000 certification what steps have been taken by the firm in that direction?

8.2 Does the factory have an established Quality Assurance programme?

If yes, please enclose a copy of the write-up

If not, what plans are there, if any, for setting it up?

8.3 Details of Quality Assurance Organization.

Names of key personnel, their qualifications, designations and position in overall management structure (Explain with organization chart, if necessary).

8.4 Quality control testing Facilities and Laboratory equipment available.

8.5 Availability of gauges (Please give details)

8.6 Calibration of laboratory / test equipment/gauges, Indicated in Para 8.4 and 8.5 above

i) How is the calibration done?

ii) Frequency of calibration. System to ensure that calibration of above Equipment does not fall overdue.

iii) Action taken if such calibration has fallen overdue.

8.7 Source of procurement of raw-materials, important bought-outs, steps taken to ensure their quality.

8.8 Details of inspection/ checks done on material during various stages of the above manufacturing process.

8.9 Have acceptable values for the parameters inspected during above stage checks have been laid down?

If yes, the action taken if value of the parameters inspected does not meet the desired laid-down value.

8.10 System for documentation of the results of the above stage checks.

9. AFTER-SALES-SERVICE

9.1 Facilities Available at works and Branch Offices.

9.2 Assessment of Quality of service including Response Times.

Place:

Signature & Seal:

Date:

Name:

Designation:

**ANNEXURE-5**

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

To,  
Managing Director,  
Kolkata Metro Rail Corporation Limited,  
KMRC Bhawan (2nd & 3rd floor),  
Munshi Prem Chand Sarani,  
Kolkata-700 021, India.

Subject:

Dear Sir,

We.....an established and reputable manufacturers of X-Ray Baggage Scanner Machine having factories at.....and offices at.....do hereby authorize M/s.....(Name and Address of Indian Representative) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender Number.....

No Company/Firm or Individual other than M/s.....are authorize to represent us in regard to this business against this specific tender.

Yours Faithfully

Date:

Place: (Name & Designation) for & On behalf of M/s.....  
(Name of the Manufactures).....

Signature and Seal

Note:

- 1) This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
- 2) In case the X-Ray Baggage Scanner Machine /DFMD/HHMD Equipment are manufactured by different firms then separate ANNEXURE-4 shall be submitted individually by them.

**ANNEXURE-6**

**PROFORMA OF PERFORMANCE BANK GUARANTEE FOR CONTRACT**

(Refer Clause 8 of General Conditions of Contract)

Ref: Bank Guarantee No Date

1.This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_(hereinafter called the "Bank") of the one part, and KOLKATA METRO RAIL CORPORATION LIMITED (hereinafter called the "the Employer") of the other part.

2.Whereas KOLKATA METRO RAIL CORPORATION LIMITED, has awarded the contract for \_\_\_\_\_(Name of work as per clause 2 of SCC) (Hereinafter called the contract) to \_\_\_\_\_ (hereinafter called the Contractor). (Name of the Contractor)

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_(Amount in figures and words).

4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full Name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_(Amount in figures and Words) as stated above. This bank guarantee is payable at our designated bank branch ----- Located in KOLKATA.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur any without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till 72 months i.e Contract Period of 6 years plus six months from the date of commencement of the work.

7.At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)

b) This Bank Guarantee shall be valid up to .....

c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before .....

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

For and on behalf of The .....Bank.

Signature of Authorized Bank Official:

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the bank by the above named in presence of

Witness 1:

Witness 2:

Signature:

Signature:

Name:

Name:

Address:

Address:

**ANNEXURE- 7**

**CHECK LIST (IMPORTANT NOTICE)**

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

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

1. Have you submitted a complete offer?

It should consist of the followings		
a	Price schedule in prescribed Performa ANNEXURE 1	Submitted / Not Submitted
b	Letter of Authority as per ANNEXURE 5	Submitted / Not Submitted
c	EMD Deposit	Submitted / Not Submitted
d	Letter as per clause 1.1.3.2.NOTES.(h) of NIT	Submitted / Not Submitted
e	Letter as per Clause 1.1.3.2.NOTES.(i) of NIT	Submitted / Not Submitted
f	Letter as per clause 6.2 of SCC as ANNEXURE 8	Submitted / Not Submitted
g	Any other document part of the tender to be submitted	Submitted / Not Submitted

2. Have you submitted other supporting documents to establish your eligibility?

It may consist of the following:

a	Required number of certificates from the user as per ANNEXURE 2 NOTE	Submitted/ Not Submitted
b	Income Tax Clearance Certificates	Submitted/ Not Submitted
c	Clause wise comments on Technical Specifications as per Clause 1-11 of Technical Specification	Submitted/ Not Submitted
d	Any other document asked by the purchaser if submitted, specify the document	Submitted/ Not Submitted
Or		
	Any Other document which the tenderer considers relevant	Submitted/ Not Submitted
e	Form 10F as per income Tax act 1961 in case foreign suppliers	Submitted/ Not Submitted

3. If you are a foreign firm, have you submitted the detailed particulars of Indian Representative and Agreement with them as per clause 3.3 of "Instruction to Tenderers"?

Submitted/Not Submitted

Place: Signature & Seal of the Manufacturer/ Tenderer.....

Date: Name & Designation: .....

**ANNEXURE – 8**

**UNDERTAKING BY MANUFACTURER/TENDERER**

(Refer Clause 6.2 of Special Conditions of Contract)

Name of the Manufacturer/Tenderer .....

S.N.	Criteria	Yes	No
1	Has the tenderer abandoned any work in last three years?		
2	Has the tenderer delayed in similar work completion during orders executed in last three years?		
3	Has the tenderer suffered bankruptcy/Insolvency in the last three years?		
4	Has the tenderer been debarred /blacklisted by any multilateral/bilateral funding agency/Government of India/State Government/Central or state government undertaking?		
5	Has the tenderer been penalized for poor quality of the work in the last three years?		
6	Has the tenderer given any misleading information?		
7	Is the tenderer financially sound?		
8	Any other document to be submitted by the tenderer?		

Place:

Signature & Seal of the Manufacturer/ Tenderer:

Date:

Name & Designation:

**NOTE: In case the X-Ray Baggage Scanner Machine /DFMD/HHMD Equipment are manufactured by different firms then separate undertaking shall be submitted individually by them.**



**ANNEXURE: 9**

**PRO-FORMA LETTER OF APPLICATION (on Firm's Letter Head)**

**To,**  
Managing Director,  
KOLKATA Metro Rail Corporation Ltd.,  
.....,  
.....,  
.....,  
.....,  
India.

(Applicant to provide date and reference)

Dear Sir,

**We hereby make application for Initial qualification as a tenderer of the Providing, Installation, Testing, Commissioning, Training and Maintenance of X-Ray Baggage Scanner Machine, DFMD and HHMD Equipment Security System for KMRC East-West Line.**

In support of the application we submit herewith one original and one copy of the required documents.

A Power of Attorney to sign and submit this letter is attached.

Yours faithfully,

(signature)

Name of signatory: .....

Capacity of signatory: .....

Name and address of applicant .....

**ANNEXURE: 10**

**UNDERTAKING FROM MANUFACTURER FOR SERVICE LIFE OF SECURITY EQUIPMENT**

An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit the undertaking)

This is to certify that Security Equipment Supplied by M/S.....  
Under the scope of this Tender KMRC----- are from a reputed and certified manufacturer of the X-Ray Baggage Scanner Machine/DFMD/HHMD equipment i.e. ....(Name of the manufacturer) and this equipment is having a service life of 10/6/4 Years.

**Place:**

**Signature:**

**Date:**

**Name and Designation:**

**Seal of the Company:**

**NOTE:** In case the X-ray Baggage Scanner Machine /DFMD/HHMD Equipment are manufactured by different firms then separate undertaking shall be submitted individually by them.

**UNDERTAKING BY THE TENDERER FOR ENGAGING SUB-CONTRACTOR**

(Details to be furnished by proposed sub-contractor on their letter head)

Consent Form for participating as Sub-contractor for KMRC----- Contract

S.No.	Items	Description
1.	Name of Organisation/Company	
2.	Address	
3.	Registration No., if any	
4.	Authorised Person Name, Designation, Mobile & Landline numbers, Email, FAX	
5.	Scope of work	

I ..... On behalf of ..... Undertake that I am giving my consent to ..... for proposing me as one of the possible sub-contractors for providing of DFMD / HHMD security equipment , tender KMRC----- . I will not participate in this tender directly as a bidder myself. All the information mentioned above is true & correct.

Date:  
Place:

Authorized Signatory  
(Name)  
Seal of Sub-Contractor Company

**NOTE:** In case the Door Frame Metal Detector(DFMD)/Handheld Metal Detector(HHMD) Equipment are manufactured by different firms then separate undertaking shall be submitted individually by them.

**ANNEXURE-12**

**UNDERTAKING BY THE BIDDER**

An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit the undertaking)

This is to certify that M/S.....a reputed and certified manufacturer of the X-Ray Baggage Scanner Machine/DFMD/HHMD equipment has NOT been Black listed /Debarred by any Government/Government undertaking/semi-Government/ Govt. Controlled Institutions/projects/Reputed private organizations in India or Abroad.

**Place:**

**Signature:**

**Date:**

**Name and Designation:**

**Seal of the Company:**

**NOTE:** In case the X-ray Baggage Scanner Machine/DFMD/HHMD Equipment are manufactured by different firms then separate undertaking shall be submitted individually by them.

**ACCEPTANCE CERTIFICATE FROM CONSIGNEE**

**Name of Consignee:**

**Designation:**

**KMRC Station Name:**

**Installed Equipment Serial Nos:**

**Model Nos:**

This is to certify that above mentioned X-Ray Scanner Machine/DFMD/HHMD have been successfully installed, commissioned, tested and necessary training for its day to day operations has been imparted by M/s..... to KMRC

The Equipment are working in satisfactory condition.

Place:

Signature:

Date:

Seal:

Designation:

**FINAL ACCEPTANCE CERTIFICATE**

**Name of Consignee:**

**Designation:**

**KMRC Station Name:**

**Installed Equipment Serial Nos. :**

**Model Nos.:**

This is to certify that above mentioned X-Ray Scanner Machine/DFMD/HHMD have been successfully installed commissioned and all necessary trainings imparted to KMRC staff. The Equipment are in working condition and performance is satisfactory.

Place:

Date:

Signature:

Seal:

Designation:

**ANNEXURE-15**

**REFUND OF EMD THROUGH NEFT**

<b>S.N.</b>	<b>Details</b>	<b>To be filled by the Bidder/Firm</b>
1	Name of the Firm/Bidder	
2	Name of the account to which amount to be remitted	
3	Complete address	
4	Name of the bank	
5	Branch	
6	Address of the bank Branch	
7	Account Type	
8	Account Number	
9	IFS Code of the Bank Branch	
10	MICR Code of the Branch	
11	Whether a Cancelled cheque of the Bidder/Firm is submitted? (Please Tick)	YES/ NO

Certified that the information furnished above is correct.

Signature of the authorized person of the firm/Bidder with seal & Date

**Financial DATA**

Applicant's legal name ..... Date .....  
Group Member's legal name..... Page ..... of ..... Pages

**Each Applicant must fill in this form**

S.N.	Description	Financial Data for Latest Last 3 Years (INR) (audited data)				
				2014-15	2015-16	2016-17
	<b>FY</b>					
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities (inclusive of provisions if any)					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Working Capital [=2 - 4]					
9.	Return on Equity					
10	Annual turnover					

Signature of Chartered Accountant

Seal

Date:



			<p>Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.</p> <ol style="list-style-type: none"><li>1. Financial statements shall be audited by Statutory Auditor of the Company under their seal &amp; stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.</li><li>2. Financial statements must be complete, including all notes to the financial statements.</li><li>3. Applicants whose financial year closure falls in months after March, may submit all relevant data for the last 3 years i.e. 2015,2016 and 2017</li><li>4. Return on Equity = Net Income / Shareholders Equity.</li><li>5. Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.</li><li>6. The above ANNEXURE shall be duly certified by Chartered Accountant / Company Auditor under his signature &amp; stamp.</li></ol>
--	--	--	---

**ANNEXURE- 17**

**FINANCIAL DATA**

**(WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)**

**NAME OF THE TENDERER:**

***(All amounts in Indian Rupees in Crores)***

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2012-2013	Year 2013-2014	Year 2014-2015	Year 2015-2016	Year 2016-2017
1	2	3	4	5	6	7
	Total value of work done as per audited financial statements					

NOTE:

1. Attach attested copies of the Audited Financial Statements of the last five financial years as ANNEXURE.
2. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature & stamp.
3. The above financial data will be updated to --/--/---- price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31st December of each financial year.
4. Applicants whose financial year closure falls in months after March, may submit all relevant data for the last 5 years i.e. 2013, 2014, 2015,2016 and 2017.

Signature of Chartered Accountant

Seal

Date

**ANNEXURE – 18**

**FORMAT FOR BANKING REFERENCE FOR LIQUIDITY**

*(To be submitted on the letter head of the Bank with Contact details, Address, Phone Number, E. Mail id, etc.)*

**BANK CERTIFICATE**

This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature:- \_\_\_\_\_

Name of Bank:\_\_\_\_\_

Senior Bank Manager\_\_\_\_\_

Address of the Bank\_\_\_\_\_

## ANNEXURE-19

### Historical Contract Non-Performance

[The following table shall be filled in for the Applicant]

Date: [insert day, month, year]

**Applicant's Legal Name:** [insert full name]

**Applicant's Party Legal Name :** [insert full name]

**Reference ID No.:** [insert number, if any]

Page [insert page number] of [insert total number] pages

#### 1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur during the <i>last two</i> years.			
<input type="checkbox"/> Contract(s) not performed during the <i>last two</i> years.			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, please specify currency )
[insert year]	[insert amount and percentage]	<b>Contract Identification:</b> [indicate complete contract name, number, and any other identification] <b>Name of Employer:</b> [insert full name] <b>Address of Employer:</b> [insert street/city/country] <b>Reason(s) for non-performance:</b> [indicate main reason(s)]	[insert amount]

NOTE: This ANNEXURE shall be provided by contractor/Sub-Contractor for different security equipment like X-Ray Baggage Scanner Machine /DFMD/HHMD separately.

**ANNEXURE: 20**

**NOT REQUIRED**

**FORM OF BANK GUARANTEE FOR TENDER SECURITY/EMD**

**(Reference Clause 5.1 of the ITT)**

(To be stamped in accordance with Stamp Act of India)

KNOW ALL MEN by these presents that we \_\_\_\_\_ (Name of Bank) of India,  
having our registered office at \_\_\_\_\_

(hereinafter called "the Bank") are bound unto KOLKATA METRO RAIL CORPORATION (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 KMRC----- (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 and address) 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 any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (iv) That this guarantee commences from the date hereof and shall remain in force till :

- a. 150 days from the latest date of submission of the tender, which shall be suitably extended on the request of KMRC.
- b. That the expression “the Tenderer” and “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 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 Guarantee and/or
- b. Fails or refuses to enter into a Contract within 30 days from the date of issue of Letter of Award (LOA).

We undertake to pay to the Employer 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), 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

**ANNEXURE – 21**

**WORKS IN HAND**

Name of the applicant				
Applicants should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.				
Particulars of Contract	Name of client with telephone number	Type of Equipment for the concerned applicant A: X-ray Baggage Scanner Machine B: DFMD C: HHMD	Value of balance work yet to be done in Rupee equivalent as on --/--/---- (Assume inflation as given in NIT)	Estimated completion date

NOTE: : In case the X-ray Baggage Scanner Machine /DFMD/HHMD Equipment are manufactured by different firms then separate particulars shall be submitted individually by them.

**ANNEXURE 22**

**SUMMARY OF INFORMATION FOR WORKS COMPLETED AND WORKS IN HAND**

Name of applicant	Total number of contracts completed in last 5 years	Type and number of Equipment supplied of each type by the concerned applicant A: X-ray Baggage Scanner Machine B: DFMD C: HHMD	Number for which contractor has gone in for Litigation / Arbitration		Number of current Contracts in which date of completion given in the original has already burst	Total value of balance works yet to be done in Rupee equivalent as on --/--/----- (Assume inflation as given in NIT)
			Litigation	Arbitration		

**NOTE: :** In case the X-ray Baggage Scanner Machine /DFMD/HHMD Equipment are manufactured by different firms then separate ANNEXURE 21 shall be submitted individually by them.