



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

CONTRACT – BPEL(R)

**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION,
TESTING & COMMISSIONING AND TRAINING OF
PERSONNEL OF BATTERY POWERED ELECTRIC LOCO FOR
CENTRAL PARK DEPOT**

TENDER DOCUMENTS

VOLUME 1

NOTICE OF INVITATION TO TENDER

INSTRUCTIONS TO TENDERERS (including Annexures)

FORM OF TENDER (including Appendices)

Date of Issue: 06.07.2018

**KOLKATA METRO RAIL CORPORATION LIMITED
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata 700021
India**

Kolkata Metro Rail Corporation Limited
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani, Kolkata 700021, India.
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KMRCL/Contract/BPEL/DSM/08 (R)

Date: 06.07.2018

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
TRAINING OF PERSONNEL FOR BATTERY POWERED ELECTRIC LOCO FOR
CENTRAL PARK DEPOT OF KOLKATA METRO RAIL CORPORATION LIMITED**

CONTRACT – BPEL(R)

NOTICE OF INVITATION TO TENDER

1. Name of Work:

KOLKATA Metro Rail Corporation Limited (KMRCL) invites sealed open tenders in two packet systems from eligible Technically Qualified manufacturers for the CONTRACT – BPEL(R): Design, Manufacture, Supply, Testing, Commissioning and Training of Personnel for BATTERY POWERED ELECTRIC LOCO for Central Park Depot of Kolkata Metro East West Line Project.

2. Indian and International Companies interested to be appointed through International Competitive Bidding (ICB) for this Tender can apply. Tenderers are required to have good financial standing and performance record, requisite experience and capacity in the fields described in this Tender.

3. Non-Transferable Tender Documents will be available on payment of the cost of tender document in the form of a crossed demand draft/pay order from a Scheduled Commercial Bank (excluding Co-operative Banks) in India or from a Schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of Kolkata Metro Rail Corporation Limited, payable at Kolkata, as specified in Key Details below.

4. Key Details:

Completion Period of the Works (Subject to the achievement of Key dates)	48 weeks plus DLP
Quantity	One no.
Tender Security amount (The tender security shall be in the amount stipulated and in the currency of the Employer's country, or in the equivalent amount in a freely convertible currency)	INR 4,80,000 (Rupees Four Lakh Eighty Thousand only) or USD 7,340 (USD Seven Thousand Three Hundred Forty only)
Sale of Tender Document	From 06.07.2018 to 17.07.2018 (between 11:00 hrs to 17:00 Hrs) on working days
Cost of Tender Document (To be submitted in the form of a crossed demand draft from nationalised bank or Schedule bank in India in favour	Rs.25,000 (Rupees Twenty five thousand) only Or US\$ 380 (US Dollar Three Hundred Eighty only)

of "Kolkata Metro Rail Corporation Limited" payable at Kolkata)	
Tender Validity	90 days from the Latest Date of Submissions of Tender
Pre-tender Meeting	KMRCL Conference Room, of address, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700021, on 19.07.2018 at 11:00 Hrs. (or location otherwise advised).
Last date of seeking Clarification	24.07.2018
Last date of issuing addendum	26.07.2018
Deadline for Submission of Tender	17.08.2018 at 14:00 Hrs.
Place of Tender Submission	Kolkata Metro Rail Corporation Limited KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700021, India
Date & Time of Opening of Tender	17.08.2018 at 14:30 Hrs.
Place of Tender Opening	KMRCL Conference Room, Kolkata Metro Rail Corporation Limited KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700021, India
Authority and place for application for Tender Documents, seeking clarifications and submission of completed Tender Documents	Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata - 700 021, India.

5. Tenderers may also download tender document from web site www.kmrc.in and submit the document duly filled in after taking print out through laser print only in A4 size paper and marking the same as 'Web Document' using 'Footer'. Master copy of the tender document is available in the KMRCL office. In case of any discrepancy between Tender document downloaded from the web site and the master copy, later shall prevail and binding on the Tenderers. No claim on this account will be entertained. Tenderers shall submit the cost of Tender Document along with tender document downloaded from website without which the tender will not be accepted and shall be returned to the Tenderer unopened. The said demand draft shall be put into a separate envelop super-scribing "Demand Draft for the cost of the Tender Document" followed by the name of the Tender.

6. One set of Tender Document (hard copy) and one CD (soft copy) will be issued.

NOTE: The Tenderer is required to sign the Tender Document (hard copy) and return with Tender Submittal (Technical Package) un-tampered, duly initialled and stamped on each page.

7. The set of Tender Documents consist of the following:

- | | |
|-----------|--|
| Volume 1: | <ul style="list-style-type: none"> • Notice of Invitation to Tender • Instructions to Tenderers (including Annexures) • Form of Tender (including Appendices) |
| Volume 2: | <ul style="list-style-type: none"> • General Conditions of Contract • Special Conditions of Contract (including Schedules) |
| Volume 3: | <ul style="list-style-type: none"> • Particular Specification • Site Drawings in soft copy (CD) |

8. **Minimum Eligibility Criteria:**

The Tenderer should be a reputed supplier/manufacturer of Battery Powered Electric Locos used in railway rolling stock application and should have adequate capability to design and manufacture such Plant/equipment. Please refer to Appendix FT-3 to Form of Tender (FOT) i.e. Eligibility Criteria Document, for details regarding minimum eligibility criteria.

9. Tender shall be submitted to the Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700021, India.
10. Please note carefully the requirements for submitting Tenders, and the date and time for submittal. Late or delayed Tenders will not be accepted.
11. Tenders shall be valid for a period 90 days from the date of "Deadline for Submission of Tender".

Managing Director,
Kolkata Metro Rail Corporation Limited

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
TRAINING OF PERSONNEL FOR BATTERY POWERED ELECTRIC LOCO FOR
CENTRAL PARK DEPOT**

CONTRACT – BPEL

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

A1. General Description of the Work

- A1.1 Kolkata Metro Rail Corporation Ltd. (KMRCL) is implementing Kolkata East-West Metro Rail Project which will be approximately 16.548 km long (approximately 5.74 km elevated and 10.808 km underground), connecting Howrah Maidan at the West and Salt Lake Sector V at the East. The mode of traction is 750V DC Third Rail. The track will be of Standard Gauge (1435 mm). A maintenance depot along with full workshop facilities is envisaged near the Central Park Station.
- A1.2 The work in this tender comprises Design, Manufacture, Supply, Testing & Commissioning of Battery Powered Electric Loco (BPEL) for Central Park Depot, and Training of Operation and Maintenance Personnel of the Employer. This includes preparation and supply of Drawings, Documents, Samples/Specimens, O & M Manuals, Spare Parts Catalogue etc, as required-
- A1.3 The Contractor shall have after sales service facilities in India by himself or through his associate firm/company in India who shall have proven track record in related areas for all imported equipment. If not, the Tenderer shall establish after sales service facilities in India.
- A1.4 The Contractor shall also carry out effective interface and coordination with the relevant Authorities and Designated Contractors, as required for execution of the contract, during the Contract Period.
- A1.5 The detailed scope of works is further described in the Particular Specification of the Tender Document.

A2 Eligible Tenderers

- A2.1 Interested manufacturers of International repute may submit the Tender as sole contractor or through an associate firm/company in India.
- A2.2 The Tenders for this Contract will be considered only from those companies and corporations who meet the eligibility criteria based on the information and documents submitted with Appendix FT-3 to Form of Tender. Financial Evaluation shall be made only for the responsive Tenders. A responsive tenderer is one whose offer passes the Eligibility Criteria (Appendix FT-3 to Form of Tender), Qualifying requirements (Clause E4.4) and Technical requirements (Appendix FT-3 to Form of Tender).

A3 Qualification of the Tenderer

- A3.1 The Tenderer shall submit with his Tender in the Eligibility Criteria document full details of his ownership and control.
- A3.2 Foreign Tenderers shall include in their Tender the name of the firm/company who will act as their associate firm/company in India. They should also indicate after sale service facilities which their associate firm/company has in India. If the firm/company do not have any associate in India they will indicate in their offer how they intend to provide the after sale service facility for the Contract and Tenderer shall submit the undertaking in the form specified in Appendix FT-5 to Form of Tender.

Foreign Tenderers should furnish following particulars of their associate firm/company in India, if it already exists.

- (i) The name and address of the associate firm/company in India.
- (ii) All services ((including after sales services) to be rendered by the associates.
- (iii) Past performance.

- A3.3 Each Tenderer or authorized Indian associate firm/company of the foreign manufacturers, or manufacturer is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of both Contracts. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will

not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be NULL and VOID. Specific declaration to this effect exactly as per Appendix FT-6 to Form of Tender shall be submitted with the Technical Package.

- A3.4 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.
- A3.5 The Employer requires that Tenderers and Contractors observe the highest standard of ethics during the tendering and execution of this Contract. In pursuance of this policy, the Employer:
- (a) Will reject the Tender or rescind the Contract if the Employer determines that the Tenderer / Contractor have engaged in corrupt or fraudulent practices.
 - (b) Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- A3.6 Indian associate firm/company of the foreign manufacturers, or Indian manufacturer shall submit a certified copy of the last 3 financial years' (including latest financial year) Income Tax Clearance Certificate along with their Tender submittals and Technical Package.

A4 Cost of Tendering

- A4.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A5 Site Visits

- A5.1 The Tenderer is advised to visit and examine the Site of works and surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender. It shall be deemed that the Contractor has undertaken a visit to the site of Works and is aware of the site conditions prior to the submission of the tender document.

B. TENDER DOCUMENTS

B1 Content of Tender Documents

- B1.1 The Tender documents, as listed in Clause 7 of NIT, have been prepared for the purpose of inviting Tenders for Design, Manufacture, Supply, Testing, Commissioning and Training of Personnel for Battery Powered Electric Loco.
- B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender Submittal will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender Document will be rejected.
- B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Clarification of Tender Documents

- B2.1 A prospective Tenderer requiring any clarification of the tendering documents may notify the Employer in writing. The Employer will respond in writing to any request for clarification or modification of the tendering documents that it receives no later than twenty one (21) days prior to the deadline for submission of tenders prescribed by the Employer. Written copies of the Employer's response (including an explanation of the query but not identification of its source) will be sent to all prospective tenderers that have received the tendering documents.
- B2.2 Except for any such written clarification issued by competent authority of KMRCL by way of an addendum to the documents referred to in Clause B2.1 above, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be considered as valid.

B3. Amendment of Tender Documents

- B3.1 Tenderers are advised that further instructions to Tenderers and addenda to the Tender Documents may be issued during the tender period. Without prejudice to the general order of precedence prescribed by Clause 1.5 of General Condition of Contract, the provisions in any such addenda shall take priority over the Tender Notification and Tender Documents previously issued. Tenderer shall confirm receipt of such documents and list them in the Tender Submittal.

C. PREPARATION OF TENDERS

C1 Language

- C1.1 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.

C2 Soft Copy of Tender

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

C3 Form of Tender

- C3.1 The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tender be submitted through the Indian associate firm/company of the manufacturer, the Authority from manufacturer in the format specified in Annexure-2 to ITT shall be attached.

C4 Tenderer's Technical Proposal

- C4.1 The Tenderer shall submit with his Tender his Technical Proposal as described in Appendix FT-4 to Form of Tender.
- C4.2 The Tenderer may be required to amplify, explain and develop the Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with the Particular Specification, and can be incorporated into the Contract. Only those aspects of the Tenderer's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming will form part of the Contract.

C5. Pricing Document

- C5.1 The Pricing Document is included in Appendix FT-2 to Form of Tender. The entire Contract shall be on a "single responsibility" basis such that the total Tender price covers all Contractor's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect of the design, manufacture (including procurement), supply, delivery, construction, completion, testing and commissioning of the BPEL. The Tenderer shall price the Pricing Document in accordance with the Appendix FT-2 to Form of Tender. The priced and completed Price Document shall be submitted with the Financial Package.
- C5.2 The Tenderer is to note that Key Dates are to be determined by reference to periods from the Commencement Date of the Contract. Periods for each stage of activity are given in Appendix FT-1 to the Form of Tender. It is the intention that, prior to Commencement Date, Key Dates will be converted to calendar dates.
- C5.3 The terms FOB, Ex.W, C&F, CIF and DDP etc shall be governed by the rules prescribed in the current edition of INCOTERM published by International Chamber of Commerce, 38 Court Albert 1^{er} 75008, Paris, France.
- C5.4 The prices quoted in Price Document shall be fixed and not subject to adjustment.
- C5.5 The Tenderer shall submit one set of Tender Document including Addenda untampered, signed and stamped on right hand bottom corner of each page with the Tender Document.

C6 Currencies of Tender and Payment

- C6.1 (a) Maximum number of currencies of payment shall not be more than two including local currency. (a) For Indigenous items: The prices quoted by the Tenderer shall be all-inclusive

price including State Goods & Service Tax (SGST), Central Goods and Service Tax (CGST), Integrated Goods & Service Tax (IGST) (as applicable) Insurance cost, Royalties, Freight charges, cess and other levies payable to various authorities in Indian Rupees (INR).

(b) For Imported items: The prices quoted by the Tenderer shall be all-inclusive price including Basic Custom Duties, Integrated Goods & Service Tax (IGST) Insurance cost, Royalties, Freight charges and other levies payable to various authorities in freely tradable foreign currencies.

Maximum number of currencies of payment shall not be more than two including local currency.

- C6.2 For the purpose of comparative evaluation of the offers, all tender prices will be converted to INR by using the rate of exchange for those currencies published by Aid Accounts and Audit Division, Ministry of Finance, Govt. of India on the last working day 28 days before the latest date of submission of Tenders

C7 Tender Validity

- C7.1 The Tender shall be valid for a minimum period of 90(ninety) calendar days as specified in Appendix FT-1 to Form of Tender.
- C7.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the Tenderers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile or email.
- C7.3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Employer to the Tenderer. While the offers are under such consideration, the Employer, if necessary, will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

C8 Tender Security

- C8.1 The Tenderer shall submit with his Tender one Tender Security for a sum as specified in Clause 4 of NIT. The Tender Security shall remain valid for a period as specified in Appendix FT-1 to Form of Tender plus 28 days beyond the latest tender validity.
- C8.2 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer.
- C8.3 No interest will be payable by the Employer on the Tender Security.
- C8.4 The Tender Security of the successful Tenderer shall be returned upon the signing of the Contract Agreement and the receipt by the Employer of the Performance Guarantee in accordance with Clause 1.3 and 4.2(1) of the General Condition of Contract.
- C8.5 The Tender Security shall be released to the unsuccessful Tenderers after finalization of the tender.
- C8.6 The Tender Security shall be forfeited:
- a) if the Tenderer withdraws his Tender during the period of Tender validity; or
 - b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-Clause E5.2 below; or
 - c) if the successful Tenderer refuses or neglects to execute the Contract Agreement or fails to furnish the required Performance Guarantee within the time specified by the Employer.

C9 Other Contractors

- C9.1 The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to Rolling Stock, Power Supply, Signalling & Telecom, Track, Civil etc.

C10 Insurance

- C10.1 The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract in Vol. 2 of the Tender Documents.

C11 Tender Index

- C11.1 The Tenderer shall include with his Tender a Tender Index. The Tender Index should indicate where within the Technical Package as well as Financial Package, the Tenderer has included his responses/comments to the Tender requirements and conditions elaborated in these Tender documents.
- C11.2 A check list has been included in Annexure-3 to ITT for guidance. The Tenderer should ensure that all information is submitted in their Tender. An incomplete Tender will be rejected. The Tenderer shall fill the check list and submit with Appendix FT-8 to Form of Tender.

C12 Pre Tender Meeting

- C12.1 The Tenderer or his official representative will be invited to attend a pre-tender meeting, which will be held at the time and location indicated in Appendix FT-1 to Form of Tender.
- C12.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions/qualifications.
- C12.3 All clarifications must be sought in writing before the pre-tender meeting or after the meeting prior to the last date of seeking clarifications date mentioned in Appendix FT-1 to Form of Tender. No clarifications will be entertained subsequently. The Tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than two weeks before the meeting.
- C12.4 The text of the questions raised and the responses given will be transmitted without delay to all Tenderers. Any modification of the Tender Documents listed in Clause 7 of NIT which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause B3.1 and not through the minutes of the pre-tender meeting.
- C12.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

C13 Format and Signing of Tender

- C13.1 The Tenderer shall prepare one original and one copy of the documents comprising the Tender, except for Tender Security (original to be submitted), Tender Document and Addenda clearly marked "ORIGINAL", "COPY". In the event of discrepancy between them, the original shall prevail.
- C13.2 The original and copy of the tender shall be typed or written in indelible ink and all the pages of the original, and copy shall be initialled and stamped by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to Clause C3.1 (in the case of copies, photocopies are also acceptable). All pages of the Tender, where entries or amendments have been made, shall be initialled, dated and stamped by the person or persons signing the Tender.
- C13.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.
- C13.4 The Tenderer should submit his Tender which conforms to the conditions and requirement of Tender Documents.

D. SUBMISSION OF TENDERS

D1 Sealing and Marking of Tender

- D1.1 All offers shall be typed or written neatly in indelible ink.

D1.2 This is a global tender under two-packet system. Tenderer has to submit their offer in two different packets. One packet will be for technical bid and another packet will be for financial bid.

D1.3 The sealed Technical packet must contain:

- (a) Tender Security in original
- (b) Form of Tender (with all appendices FT-1 to FT-10 except FT-2)
- (c) Power of Attorney from Supplier/Manufacturer of Plant/equipment in favour of Signatory of Tender Document
- (d) Certified copy of the last 3 financial years' (including the latest Financial Year) Income Tax Clearance Certificate (ITCC)
- (e) One set of Tender Document including Addenda untampered, signed and stamped on right hand bottom corner of each page with the Tender Document

D1.4 Financial bid will be in a separate sealed envelope, which will contain:

- (a) Appendix FT-2 to the Form of Tender: Price Document duly completed including the Tender Total.

D1.5 Each of the above mentioned envelopes shall be separately sealed and shall bear the following address of the Employer:

To: The Managing Director,
Kolkata Metro Rail Corporation Limited,
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata-700021, India.

and shall:

- (a) bear the following identification on the envelope for the Technical Packet:

TECHNICAL PACKET
Tender Reference No. CONTRACT– BPEL/DSM/08(R)
DO NOT OPEN BEFORE 14:30 hrs on 17.08.2018
Name and address of the Tenderer

- (b) bear the following identification on the envelope for Financial Packet:

FINANCIAL PACKET
Tender Reference No. CONTRACT – BPEL/DSM/08(R)
DO NOT OPEN
Name and address of the Tenderer

D1.6 Both the above mentioned sealed envelopes shall be put in an outer envelope and sealed. The outer envelope shall also bear the address of the Employer as mentioned Clause D1.5 above. If the outer envelope is not sealed and marked as above the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

D2 Late or Delayed Tender

D2.1 Tenders must be received in the office of the Managing Director at the address specified above, not later than the date and time specified in Appendix FT-1 to the Form of Tender. The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause B3 in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2.2 Any Tender received by KMRCL after the deadline for submission of tenders stipulated above will be returned unopened to the Tenderer.

D3 Modification, Substitution and Withdrawal of Tenders

D3.1 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part

of his Tender.

D3.2 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.

D3.3 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in Appendix FT-1 to the Form of Tender shall result in the forfeiture of the Tender Security.

E. TENDER OPENING AND EVALUATION

E1 Tender Opening

E1.1 The Tenders will be opened in the presence of the Tenderers at the time and date as specified in Appendix FT-1 to Form of Tender in the Employer's Office of KMRCL, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata.

E1.2 The Employer's policy in respect of comparison of Tenders is that the Technical Package will be opened and evaluated of only those Tenders, which accompany a valid Tender security. The Tenders of those Tenderers not accompanied by a valid Tender security will be rejected and the corresponding Technical Packet and unopened Financial Packet will be returned.

E1.3 The Technical Package of Tenderers found valid as per Clause E1.2 above will be examined as per Eligibility Criteria and Schedule of Requirement of the Tender Document. GC/KMRCL will evaluate Technical Package to determine their acceptability and responsiveness to the Contract requirement and their capability and technical suitability.

Tenderers whose technical package is evaluated as unresponsive will be rejected and the corresponding Financial Package will be returned unopened.

E1.4 The Financial Package of tender submissions of which Technical Packages has satisfied the evaluation criteria prescribed in Clause E4 will be opened with the tender sums posted. The date, time, and place of opening will be advised to only those Tenderers who have qualified technically and have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.

E1.5 Whether a Tenderer is not capable or whether a Tender is unresponsive, unacceptable or whether a Guarantee is fraudulent or unacceptable or non-compliant will be decided by the Employer.

E1.6 All Tenderers or their representatives, who wish to attend the opening of Tender shall accompany a letter of the Tenderer authorizing them to attend.

E2 Confidentiality of Tender Information

E2.1 The Tender Documents, as listed in Clause 7 of NIT, and any Addenda thereto, together with any further communications, are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender.

E2.2 Any effort by a tenderer to influence the Employer in processing of tender bids or award decisions may result in the rejection of the Tenderer's Tender.

E3 Clarification of Tenders

E3.1 Employer may seek clarification from the bidder at any stage of evaluation. Employer may also seek confirmation/ clarification from the clients mentioned by the bidder, for the purpose of evaluation.

E4 Examination of Technical Package and Determination of Capability and Responsiveness

E4.1 General Evaluation

Prior to the detailed technical evaluation of Tenders, the Employer will determine:

- (i) Whether each Tender has been properly signed or not;
- (ii) Whether Tenderer has accompanied the required Tender Security;

- (iii) Whether the Technical Package has been prepared and submitted conforming to the requirement of the Tender Document.

Minor informality non-conformity or irregularity in the Tender submission may be allowed at the discretion of the Employer.

A 'NO' answer to any of the above items (i) to (iii) will disqualify the Tender/ Tenderer. All decisions as to whether Tender is non-responsive, unacceptable or whether a guarantee is acceptable or non-compliant, will be that of the Employer.

E4.2 Evaluation of Technical Package

The Employer will evaluate the technical package to determine the capability as per Clause A2 above and the technical suitability and acceptability as per Particular Specification, of only such Tenderers who qualify based on E4.1 above.

E4.3 Evaluation of Capability

The Employer will evaluate the capability of the Tenderers based on information and document submitted in Appendix FT-3 to Form of Tender – Eligibility Criteria Document. The Tenderers, who do not meet the requirement under Clause A2 above and Eligibility Criteria stipulated in Appendix FT-3 to Form of Tender will be disqualified and their Tenders will be rejected.

E4.4 Evaluation of Responsiveness

The Employer will determine whether each Tender is substantially responsive to the requirements of Tender Documents. A substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the Tender Documents, without material deviation or reservation.

Tenders having any material deviation or reservation shall be disqualified and rejected.

The Employer may waive any minor deviation, non-conformity or irregularity in the Tender that does not constitute a material deviation.

E4.5 Tenders which are:

- not fulfilling the General Evaluation Criteria as per E4.1 above
- not meeting the requirement as per E4.3 above
- not substantially responsive as per E4.4 above
- or any of the above

shall be rejected by the Employer, and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

E4.6 If any Tender is rejected, pursuant to Clause E4.5 above, the Financial packet of such Tender shall be returned unopened.

E4.7 The Employer will evaluate the capability and the technical suitability and acceptability of the Technical Package. The Financial Package of only those Tenders which are technically compliant and substantially responsive, in accordance with Clause E4.1 to E4.5, will be evaluated.

E5 Evaluation of Financial Package

E5.1 The financial package of only those Tenderers who comply with the General Evaluation Criteria, as per Clause E4.1 above and whose Technical Package is found compliant as per Clause E4.2 to E4.5 above, will be opened and evaluated.

E5.1.1 The comparison of Tenders will be the Tender Total as shown in the Pricing Document.

E5.2 Correction of Errors

E5.2.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Any such errors will be corrected by the Employer. Where there is a discrepancy between the amounts in figures and in words, the amount in words will prevail. Any cutting/overwriting in Tender Documents shall be initialled by the authorized signatory of the Tenderer.

E5.2.2 Where there is a discrepancy between the unit price and the line item total resulting from multiplying the unit price by the quantity, the unit price as quoted will prevail, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will prevail and the unit price will be corrected.

E5.2.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure given in E5.2.1 and E5.2.2 for the correction of errors and, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the correction of errors, its tender will be rejected and the Tender Securities may be forfeited.

E5.3 Conversion to Single Currency for Comparison of Tenders

Tenders will be compared in Indian Currency only. This will be achieved by converting the Foreign Currency portion into Indian Rupees by using the rate of exchange for those currencies published by Aid Accounts and Audit Division, Ministry of Finance, Govt. of India on the last working day (28) twenty eight days before the latest date of Tender Submittal, and then adding the same to the Indian Rupee portion of the Tender.

E5.4 Financial Evaluation

For purpose of comparative evaluation and determination of inter-se position of Tenders received, the Employer will adjust the Tender Total to take in to account the followings:

- (a) Corrections for errors pursuant to Clause E5.2 of ITT; and
- (b) Conversion of the amount resulting from applying (a) above to Indian Rupees in accordance with Clause E5.3 above.

E5.5 To determine the Lowest Evaluated Tender, the comparison shall be of:

- (a) Tender Total (complied Technical Proposal) offered in Appendix FT-2 to Form of Tender comprising:-
 - i. Fixed Lump Sum Price,
- (b) Correction of error pursuant to Clause E5.2 of Instruction to Tenderers.

E5.6 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced, the Employer may require the Tenderer to produce detailed price analyses for any or all items in Pricing Document, to demonstrate the internal consistency of those rates/prices with the construction methods and schedule proposed.

E5.7 The Employer reserves the right to accept or reject any variation / deviation.

E6 Indigenisation / Transfer of Technology

E6.1 The Tenderer will be required to make credible arrangements for ensuring availability of critical spares and maintenance support, during the defect liability period and also after the contract period, during service life of the plant/equipment commissioned.

F. AWARD OF CONTRACT

F1 Award

F1.1 Subject to Clause F2, the Employer may award the Contract corresponding to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the Tender documents and whose rates and prices quoted in the pricing Document is balanced in terms of Clause E5.6 provided that such Tenderer has been determined to be eligible in accordance with the provisions of Clause A2 and Eligibility Criteria document.

F2 Employer's Right to accept any tender or Reject any or all tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may, at any time prior to award of Contract, terminate the Tendering process. The Employer's right is to accept any tender and to reject any or all tenders.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Securities, the Employer may terminate the Contract under Clause 4.2.1(ii) of the General Conditions of Contract in the event that the Tender is accepted but the Tenderer fails to submit the Performance Guarantee or other specified documents or

fails to execute the Contract Agreement.

F3 Notification of Award

- F3.1 The Employer will notify the successful Tenderer by facsimile/email confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the amount which the Employer will pay to the Contractor in consideration of the execution, completion (including Testing and Commissioning) and remedying any defects by the Contractor as prescribed by the Contract. Date of issue of Letter of Acceptance for the Contract shall be the Commencement Date of the Contract.
- F3.2 In the event of award of the Contract, the following will be the sequence of events in the order given below.
- (i) Letter of Acceptance;
 - (ii) Signing of Contract Agreement

F4 Signing of Agreement

- F4.1 The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute a Contract Agreement in the form specified in Schedule-1 to Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days from the date of issue of the Letter of Acceptance.

F5 Performance Guaranty

- F5.1 The successful Tenderer shall be required to submit the Performance Guaranty in accordance with Clause 4.2(1) of the General Condition of Contract for an amount as specified in Appendix FT-1 to Form of Tender in the form of a Bank Guarantee issued from a scheduled commercial bank in India.
- F5.2 Within 28 (twenty eight) days of date of the "Letter of Acceptance" (LOA) from the Employer, the successful Tenderer shall furnish to the Employer one Performance Guarantee as per Clause F5.1.
- F5.3 Failure of the successful Tenderer to comply with the requirements of Clause F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Securities.

Annexure-1 to ITT

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(Reference Clause C8 of the Instruction to Tenderers)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing Bank)

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 LIMITED (hereinafter called "the Employer") in sum of Rs. _____ as given in NIT for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated _____ for Contract – BPEL/DSM/08 (hereinafter called "the Tender").

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

AND WHEREAS _____ (Name of Bank) (from a scheduled Commercial Bank in India (Excluding Cooperative Bank) or from a Schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with 2nd Schedule) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- (i) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (ii) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (iii) That this guarantee commences from the date hereof and shall remain in force till:
 - (a) The Tenderer, in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee issued by an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
 - (b) 28 (Twenty eight) days beyond the date of latest validity of the tender.
- (iv) 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 refuses to accept the corrections or errors in his Tender, or
- (iii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:-
 - (a) fails or refuses to furnish the Performance Guarantee and/or
 - (b) fails or refuses to enter into a Contract within the time limit specified in Clause F4 of the "Instructions to Tenderers".

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will

note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii), (iii)(a) or (iii)(b) mentioned above, specifying the occurred condition or conditions.

Signature of

Authorised Official of the Bank:

Name of Official: _____

Designation _____

STAMP/SEAL (BANK)

SIGNATURE OF WITNESS

NAME OF WITNESS

Annexure–2 to ITT

FORM OF AUTHORITY FROM MANUFACTURER

No

Date.....

To,

The Managing Director,
Kolkata Metro Rail Corporation Limited.,
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata – 700021, India.

Dear Sir,

Sub:

We an established and reputed manufactures of having factories at and offices at do hereby authorize M/s (Name and address of Indian Associate Firm/Company) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Contract – BPEL/DSM/08.

No company / firm or individual other than M/s are authorized to represent us in regard to this business against this specific tender.

Yours faithfully,

(NAME) for & on behalf of M/s

(Name of Manufacturers)

- Note:
1. In case the Tender will be submitted through the Indian associate firm/company of the Manufacturer, the letter of authority should be submitted with the tender.
 2. This letter of authority should be on the Letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure–3 to ITT

CHECK LIST OF SUBMITTALS

1. The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected.
2. Tenderer are also required to submit copy of the checklist, duly marked, along with their offer.

Sl. No.	Description	Reference	Submitted (Yes or No or Not Applicable)
1.	Technical Package		
1-1	Original Tender Security in a separate envelope	ITT Clause C8.1 Annexure-1 to ITT	
1-2	Form of Tender signed	ITT Clause C3	
1-3	Authorization Letter in favour of the Associate Firm/Company from the manufacturer, if applicable	ITT Clause C3 Annexure-2 to ITT Form of Tender	
1-4	Appendix FT-1 to Form of Tender, Contract Conditions including attachment to Appendix FT-1	ITT Clause D1.3(b)	
1-5	Appendix FT-3 to Form of Tender Eligibility Criteria Questionnaires.		
1-6	Appendix FT-4 to Form of Tender: Tenderer's Technical Proposal. Including: <ul style="list-style-type: none"> • Details of associate firm/company in India of Foreign Tenderers. • Offer of after sale services facility, if foreign Tenderer has not any associate in India. 	ITT Clause A3.2 ITT Clause A3.2	
1-7	Appendix FT-5 to Form of Tender: Undertaking to setup Maintenance Facility in India preferably Kolkata.	ITT Clause A3.2	
1-8	Appendix FT-6 to Form of Tender: Form of Declaration for Non-engagement of any Agent, Middleman or Intermediary from Tenderer and each member of the group / Consortium.	ITT Clause A3.3	
1-9	Appendix FT-7 to Form of Tender: Certificate confirming receipt of all Tender Addenda as Proforma.	ITT Clause B3.1	
1-10	Appendix FT-8 to Form of Tender: Details of Tender Index and copy of check list.	ITT Clause C11.2	
1-11	Appendix FT-9 to Form of Tender: Undertaking for downloading the tender documents from websites		
1-12	Certified copy of the last 3 financial years' (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department.	ITT Clause A3.6	
1-13	One set of Tender Document including Addenda duly signed and stamped on each page, in separate envelope	NIT Clause 6	
1-14	Any other relevant documents the Tenderer wishes to submit		
1-15	The list of recommended spares required for three years after completion of DLP.		
2	Financial Package		
2-1	Appendix FT-2 to Form of Tender : Completed Price Document	ITT Clause D1.4	

Signature of Tenderer

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
TRAINING OF PERSONNEL FOR BATTERY POWERED ELECTRIC LOCO FOR
CENTRAL PARK DEPOT**

CONTRACT – BPEL(R)

FORM OF TENDER

To:

The Managing Director
Kolkata Metro Rail Corporation Limited,
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata-700 021
India.

Gentlemen,

1. Having inspected the Site, examined the Particular Specification, Conditions of Contract, Special Conditions of Contract (if any), Site Drawings and Instruction to Tenderers including Pricing Document, and addenda thereto (if any) issued by the KMRCL for the Design, Manufacture, Supply, Installation, Testing & Commissioning and Training of personnel of Battery Powered Electric Loco and the matters set out in Appendix FT-1 hereto, and having completed and prepared Appendices FT-1, FT-2, FT-3, FT-4, FT-5, FT-6, FT-7, FT-8, FT-9 and FT-10 hereto, we hereby offer to design, manufacture, supply, install, test & commission, train the personnel of the Employer and remedy any defects therein, in conformity with the above documents within the completion period as specified in Attachment to Appendix FT-1 to this Form of Tender for the fixed lump sum price for Contract stated in the Pricing Document as completed by us and appended hereto.
2. We undertake:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the Conditions of Contract, Special Conditions of Contract and Appendix FT-1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the KMRCL in connection with this Tender or with the above mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
4. We submit with this Tender a duly executed Tender Security in respect of our obligations under this Tender.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no

agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Kolkata will have exclusive jurisdiction in the matter.

We are, Gentlemen,

Yours faithfully,

Signature:

Witness:

Date -----

Signature: -----

Name -----

Date -----

For and on behalf of

Name -----

Address

Address -----

Notes:

1. If Tender be submitted through the Indian Associate Firm/Company of the manufacturer, the Authority from the manufacturer in the form specified in Annexure-2 of Instructions to Tenderer shall be attached.

APPENDICES TO THE FORM OF TENDER

(To be prepared and appended by the Tenderer)

		<u>Page No.</u>
APPENDIX FT-1	— Contract Conditions	22
APPENDIX FT-2	— Pricing Document (to be included in Financial Package only)	25
APPENDIX FT-3	— Eligibility Criteria Document	33
APPENDIX FT-4	— Tenderer's Technical Proposal	38
APPENDIX FT-5	— Form of Undertaking to set up Maintenance Facility in India	43
APPENDIX FT-6	— Form of Declaration for non-engagement of any Agent, Middleman or Intermediary	44
APPENDIX FT-7	— Form of Certificate confirming receipt of all Tender Addenda	44
APPENDIX FT-8	— Tender Index	45
APPENDIX FT-9	— Undertaking for downloading the tender documents from Website	45
APPENDIX FT-10	— Statement of Deviations on Tender Conditions	46

Appendix FT-1 to FORM OF TENDER

CONTRACT CONDITIONS

1	Scope of Works: Number of equipment to be supplied	The total number of Plants to be supplied under this Contract is 01 no.
2	Amount of Performance Guarantee [GCC Clause 4.2(1)]	10% of the total Contract Price.
3	Commencement date for commencement of Works (GCC Clause 8.1)	Date of issue of "Letter of Acceptance".
4	Time for Completion (GCC Clause 8.2)	The whole work shall be completed and delivered in stages within time stated in Schedules of Key Dates attached to Appendix FT-1.
5	Liquidated Damages(LD) (GCC Clause 8.5)	(i) 0.5% of the Fixed Lump Sum Price for each or part of a week on delay for each Key Date KD-1 to KD-5. (ii) There is no maximum limit in levy of LD for delays in individual Key Dates. However, the maximum limit for cumulative LD for complete Contract shall not exceed 10% of the Fixed Lump Sum Price (Contract Value).
6	Defects Liability Period (GCC Clause 10 / SCC Clause 2)	The Defect Liability Period shall start from the date of Taking Over Certificate and shall continue until 24 months from the date mentioned in the Taking Over Certificate.
7	Schedule of Key Dates	See Attachment to Appendix FT-1.
8	Validity of Tender	90 days from the latest date of submission of tender.
9	Amount and validity of Tender Security	<ul style="list-style-type: none"> • INR 4,80,000/- (Rs.Four Lakh Eighty Thousand only) or USD 7,340 (USD Seven Thousand Three Hundred Forty only) • 28 days beyond the validity date of the Tender
10	Employer's Name and Address	Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata - 700021, India.
11	Contractor's Name and Address *	----- ----- -----
12	Place, date and time of Pre-tender meeting	<p>Place: KMRCL Conference Room Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata – 700021, India.</p> <p>Date & Time: 19.07.2018 at 11:00 Hrs.</p>

13	Place, date and time of Tender submission and Tender Opening	Place: KMRCL Conference Room Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata – 700021, India. Date & Time for Tender Opening: 17.08.2018 at 14:30 Hrs
14	Last date upto which clarification on tender conditions can be sought.	24.07.2018
15	Period in which all insurances have to be effected. (GCC Clause 15)	Marine and transit insurance shall be effective prior to dispatch of the Plant/equipment, after Consignee Inspection/Passing at Manufacturer's premises, till completion of unloading of the consignment at consignee's premises. Other insurances, if any, will be effective from the date of receipt of the consignment at consignee's premises till the issue of Taking Over Certificate by Employer.

* (Tenderer to complete)

Attachment to Appendix FT-1

SCHEDULE OF KEY DATES

Key Date No.	Description of Stage	Key Dates (Weeks from LOA)
KD-1	Submission of Project Execution Programme for the Contract and obtain Engineer's Approval on Design.	12
KD-2	Submission of detailed design drawings of Battery Powered Electric Loco and its assembly.	20
KD-3	Despatch of the Battery Powered Electric Loco plant/equipment to Central Park Depot Kolkata.	36
KD-4	Assembly testing, commissioning including integrated testing of Battery Powered Electric Loco in Depot at Kolkata.	44
KD-5	Training of O&M personnel in the Depot at Central Park Depot, Kolkata, supply of O&M Manuals and spare parts catalogue.	48

The dates given above are the week from commencement date of the contract (date of issue of LOA)

SCHEDULE OF ACCESS DATES

The table below sets out the access dates when Site Areas will be made available to the Contractor together with the dates by which they must be vacated by the Contractor. These should be taken into account in the project execution programme.

Sl. No.	Site Area	Access Date	Vacate Date	Reason for vacation
1	Area for Battery Powered Electric Loco at Central Park Depot	Week 36	Week 48	Completion of commissioning of Battery Powered Electric Loco

The dates given above are the week from commencement date of the contract (date of issue of LOA)

Note:

Not less than two weeks before access is due and on the date for access to an area of interface, the Contractor, the relevant Designated Contractor, the Engineer and / or Relevant Authority shall inspect, assess, confirm and record the state of readiness of the area. The precise duration and location of access requirements shall be mutually agreed by the Contractor and Designated Contractor. Engineer's decision shall be final in case of any dispute.

Appendix FT-2 to FORM OF TENDER

PRICING DOCUMENT

PREAMBLE

- 1.0 This Preamble will serve as a definitive guide to the terms of payment. The Tenderer shall note that this is a **Fixed Priced Contract** and the Prices quoted shall not be subject to adjustment otherwise specifically mentioned in the General Conditions of Contract.
- 1.1 This Tender is for Design, Manufacture, Supply, Testing & Commissioning (including Integrating Testing and Commissioning) and Training of Personnel for Battery Powered Electric Loco for Central Park Depot of Kolkata Metro Rail Corporation Limited. The Tender also provide the Tenderer to quote the price for Comprehensive Annual Maintenance Contract (CAMC) for the scheduled and unscheduled maintenance of Train Washing Plant for five years after the expiry of DLP.
- 1.2 Title of the goods/equipment/machineries manufactured or sourced outside India shall be in favour of the Employer once the goods/equipment/machineries are on board the ships and/or planes in the country of origin. But the Contractor shall be responsible for all risks and costs, making all arrangements for releasing the goods/equipment/machineries at the port of call in India i.e. Netaji Subhas Dock, Kolkata Port (NSD Kolkata Port), transportation of the same from the port to Employer's depot premises in Kolkata and pay all freights and insurances, taxes and duties etc as applicable on behalf of the Employer.
- 1.3 **Taxes, Levies and Duties**
- The Tenderer shall quote fixed lump sum price inclusive of all taxes, duties and other charges leviable, as per the format given in Annexure-A or Annexure-B of the Appendix FT-2 to Form of Tender, as applicable to the Tenderer.
- 1.4 **Units and Currencies**
- Prices may be quoted in the following currencies:
- (a) Plant and Equipment to be supplied from abroad and the cost of O&M Manuals and Training of Employer's staff may be quoted in foreign currency, restricted to one.
 - (b) Plant and Equipment manufactured in India including local transportation, insurance and other local costs incidental to the delivery of plant and equipment to be supplied within India is to be quoted in Indian Rupees (INR).
- 1.5 **Payment Terms:**
- 1.5.1 For Foreign Suppliers:-
- 1.5.1.1 All the payments towards supply value of stores will be made through an irrevocable Letter of Credit (LC) payable at site from a bank in India.
- (i) 70% payment of the supply value of stores will be made, on submission of following documents:
 - (a) Certificate from the Employer of having received the Performance Bank Guarantee
 - (b) Invoice in duplicate (one original + one copy)
 - (c) Shipping documents/Proof of Dispatch (Bill of Lading (in the case shipment)/Air Way Bill (in the case of air lifting)
 - (d) Inspection Certificate from Employer or his authorised representative
 - (e) Factory Acceptance Test Report witnessed and countersigned by Employer or his authorised representative
 - (f) Copy of Insurance document with Insurance cover upto Central Park Depot, Kolkata
 - (g) Packing list

- (h) Certificate of country of origin
 - (ii) 10% payment of the supply value of stores will be made through irrevocable Letter of Credit (LC) on submission of Employer's Certificate indicating the successful receipt of the stores in good condition at CPD.
 - (iii) Balance 20% payment after the installation, testing, commissioning and O&M documentation and training to Employer's personnel will be made, after issue of Taking Over Certificate, through irrevocable Letter of Credit (LC).
- 1.5.1.2 All the payments towards Comprehensive Annual Maintenance Contract shall be made in INR only, on a quarterly basis every year during the period of five years of CAMC.
- 1.5.2 For indigenous Suppliers:-
- 1.5.2.1 All the payments towards supply value of stores will be made through cheque and/or E-payment by Employer on submission of the following documents.
- (i) 70% payment of the supply value of stores will be made through cheque and/or E-payment by Employer, on submission of following documents:
 - (a) Employer's Certificate of having received the Performance Bank Guarantee
 - (b) Invoice in duplicate (one original + one copy)
 - (c) Proof of dispatch (Way Bill from road / carrier)
 - (d) Inspection Certificate from Employer or his authorised representative
 - (e) Factory Acceptance Test Report witnessed and counter signed by Employer or his authorised representative
 - (f) Copy of Insurance Document with Insurance cover upto Central Park Depot, Kolkata
 - (g) Packing List
 - (ii) 10% payment of the supply value of stores will be made through cheque and/or E-payment by Employer on submission of Employer's Certificate indicating the successful receipt of the stores in good condition at CPD.
 - (iii) Balance 20% payment after the installation, testing, commissioning and O&M documentation and training to Employer's personnel will be made through cheque and/or E-payment by Employer, after issue of Taking Over Certificate.
- 1.5.2.2 All the payments towards Comprehensive Annual Maintenance Contract shall be made in INR only, on a quarterly basis every year during the period of five years of CAMC.
- 1.5.3 (a) All charges levied by the foreign banks for payment to foreign contractors through Letter of Credit shall be borne by the Contractor.
- (b) Payment for indigenous supply shall be made by cheque and/or E-payment as desired by the Employer.

ANNEXURE–A**APPENDIX FT-2 TO FORM OF TENDER****STATEMENT OF PRICES FOR INDIGENOUS SUPPLY**

A. SUPPLY PART																			
Srl. No.	Item Description	Qty.	HSN Code under GST	Ex. Works Basic Rate / Unit	SGST		CGST		IGST (in case of Inter State Supply)		Insurance Charges		Freight Charges		Any other Tax / Levy / Cess		Total amount of all Taxes/Levies /Cess etc.	Total Price	
					Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount		(in figure)	(in words)
A.1	Supply of Battery Powered Electric Loco as per Particular Specifications	1 No.																	
B. SERVICES INCIDENTAL TO THE SUPPLY																			
Srl. No.	Item Description	Qty.	SAC Code under GST	Insurance Charges	IGST (in case of Inter State Services)		Freight Charges		Any other Tax / Levy/ Cess		Total amount of all Taxes/Levies /Cess etc.	Total Price							
					Rate	Amount	Amount	Rate	Amount	(in figure)		(in words)							
B.1	Installation, Testing & Commissioning including Integrated Testing and Commissioning	Lump sum																	
B.2	O&M documentation and training to Employer's Staff	Lump sum																	
B.3	Comprehensive Annual Maintenance for five years after DLP	Lump sum																	

NOTE:-

1. Above items are required strictly as per detailed Scope of Work as stated in Particular Specifications Clause 1.3.
2. The above prices shall be FOR destination basis at Kolkata Metro site at CPD.
3. Evaluation of offers will be made on FOR destination price including of all applicable taxes & duties, cess, freight charges and Insurance Coverage Costs. All prices are to be quoted in INR. All Taxes / GST rates shall be as prevailing on 28 days before closing date for submission of Tender.
4. (a) For Sl.No.A1: It is a supply contract, so Tax Deduction at Source (Income Tax) is not applicable, however GST as applicable will be imposed.

- (b) For Sl. No. B1 to B3: It is a Services contract relating to above, statutory deductions are applicable, however GST as applicable will be imposed.*
5. *The Tenderer shall attach a separate sheet with this Annexure showing detailed break up of Taxes, Duties, Insurance Coverage Costs and any other Tax / Levy / Cess against each of Items (Srl. No.) above, as applicable.*
 6. *The Employer requires the Tenderer to quote for the price of Comprehensive Annual Maintenance Contract as per the terms and conditions of Clause 10 of Particular Specification. Tender will not be considered as valid if the price for CAMC is not offered.*
 7. *The cost of spares required for maintenance during CAMC period after completion of DLP will be deemed to be inclusive in the prices for CAMC indicated against Srl. No. B.3.*
 8. *Payment for CAMC will be made on quarterly basis on completion of maintenance obligations by the Contractor.*

Signature of Tenderer

[Add.3 Sl. No.3]

ANNEXURE-B

APPENDIX FT-2 TO FORM OF TENDER
STATEMENT OF PRICES FOR SUPPLY FROM ABROAD

A. SUPPLY PART																		
Srl. No.	Item Description	Qty.	Currency	HSN Code under GST	Ex. Works Basic Rate / Unit	Taxes, Cess etc.										Total DDP Price Per set	Total Price	
						Basic Custom Duty		IGST		Insurance		Freight Charges	Any other Tax/Levy/Cess		Total amount of all Taxes/Levies/ Cess etc.		(in figure)	(in words)
						Rate %	Amount	Rate %	Amount	Rate %	Amount	Amount	Rate %	Amount				
A.1	Supply of Battery Powered Electric Loco as per Particular Specifications	1 No.																
B. SERVICES INCIDENTAL TO THE SUPPLY																		
Srl. No.	Item Description	Qty.	Currency	SAC Code under GST	Insurance		IGST		Any other Tax/Levy/Cess		Total amount of all Taxes/Levies /Cess etc.	Total Price						
					Rate %	Amount	Rate %	Amount	Rate %	Amount		(in figure)	(in words)					
B.1	Installation, Testing & Commissioning including Integrated Testing and Commissioning	Lump sum																
B.2	O&M documentation and training to Employer's Staff	Lump sum																
B.3	Comprehensive Annual Maintenance for five years after DLP	Lump sum																

NOTE:-

1. Above items are required strictly as per specifications given in Particular specifications.
2. The Rate/Unit to be filled in "Supply Part" above should be on DDP Shipment basis up to destination i.e. Central Park Depot, Kolkata.

3. *Evaluation of offers will be made on Total Price including of all applicable taxes & duties and Insurance Coverage Costs. All Taxes / GST rates shall be as prevailing on 28 days before closing date for submission of Tender*
4. *(a) For Sl.No.A1: It is a Supply contract, so Tax Deduction at Source (Income Tax) is not applicable, however GST as applicable will be imposed.
(b) For Sl. No. B1 to B3: It is a Services contract relating to above, Statutory deductions are applicable, however GST as applicable will be imposed.*
5. *The Tenderer shall attach a separate sheet with this Annexure showing detailed break up of Taxes, Duties, Insurance Coverage Costs and any other Tax / Levy / Cess against each of Items (Srl. No.) above, as applicable.*
6. *The Employer requires the Tenderer to quote for the price of Comprehensive Annual Maintenance Contract as per the terms and conditions of Clause 10 of Particular Specification. Tender will not be considered as valid if the price for CAMC is not offered.*
7. *The cost of spares required for maintenance during CAMC period after completion of DLP will be deemed to be inclusive in the prices for CAMC indicated in Srl. No. B.3. Nothing extra will be paid for such spares.*
8. *Payment for CAMC will be made on quarterly basis on completion of maintenance obligations by the Contractor in INR only.*

Signature of Tenderer

Appendix FT-3 to FORM OF TENDER

ELIGIBILITY CRITERIA DOCUMENT

TO BE CONSIDERED ALONG WITH THE ANNEXURE-1 TO ANNEXURE-3 OF THIS APPENDIX

The bidder must be a proven manufacturer of Battery Powered Electric Loco. The Eligible Criteria will be applied for each Tenderer and a manufacturer in case of a manufacturer not being the Tenderer. Eligibility Criteria checklist will be evaluated based on the information furnished by the Tenderer.

ELIGIBILITY CRITERIA CHECKLIST (To be filled by the tenderer / manufacturer)			
S.No.	Criteria	Yes	No
1	Has the bidder abandoned any work in the last ten (10) years?		
2	Has the bidder involved in two or more litigations in the concluded/ongoing contracts in the last ten (10) years?		
3	Has the bidder suffered bankruptcy / insolvency in the last ten (10) years?		
4	Has the bidder been debarred by Government of India/any state government in India/Central or State government undertaking as on the due date of submittal? (Bidder to furnish a specific under taking to effect)		
5	Has any misleading information been given in this application?		
6	Has the bidder certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid?		
7	(a) Is the Net Worth of the bidder (to be obtained from Balance Sheets), as considered in the bidder's country of origin, "POSITIVE in 2 years out of the last three financial years"?		
	(b) Is the Liquidity of the bidder more than INR 20,00,000/-? (Liquidity will be adjudged on the basis of Banking reference only).		
	(c) Has the bidder earned Profit before Tax but after Interest (PBIT) in two of the last three financial years?		
8	Has the bidder supplied and commissioned a minimum of 1 No. of Battery Powered Electric Loco (BPEL) of similar specifications in the last five years ending on 31st December 2017, in a country other than the Country of origin of the Manufacturer, which is in operation with satisfactory performance for a minimum period of 2 years after the commissioning as on the date of opening of tender? (A recent Performance Certificate from such clients certifying satisfactory operation of the BPEL for the minimum period specified above must be attached with the offer as a proof / evidence).		
9	If located outside India, does the bidder have an Indian associate for defects liability period and post defects liability period obligations, who should have at least 2 years' experience of manufacturing the plant/equipment for railways/metros applications or of giving after-sales service for plant/equipment used in railways/metros or shall be RDSO/Railways approved vendors.		

Notes:

1. "Ten (10) years"/"Last ten (10) years" means the period of last ten (10) years ending on

31st March 2018.

2. A "YES" answer to any of the question nos. 1, 2, 3, 4, 5 will disqualify the Applicant.
3. A "NO" answer to any of the question nos. 6, 7, 8, will disqualify the Applicant.
4. Bidder if located in India need not answer question no. 9. In case of bidder located outside India, if the answer to question no. 9 is "NO", the bidder must submit the letter of undertaking as per Appendix FT-5 to Form of Tender.
5. DEBARRED means that the applicant has been blacklisted or debarred by Government of India/any state government in India/Central or State government undertaking from participating in the tenders for a notified period of time. Copy of the notification of such debarment shall be submitted in the bid.
6. In the absence of above information of Eligibility Criteria, the offer is liable to be treated as unresponsive and liable to be rejected.
7. The technical offer of only those bidders who qualify the eligibility criteria as above shall be evaluated.

SIGNATURE OF TENDERER

Appendix FT-3 to FORM OF TENDER

ANNEXURE - 1

(Attach separate sheets if required)

LITIGATION HISTORY

(Litigation History in the last ten years ending 31.03.2018)

Sl.No.	Contract Name & Number	Clients Contract Details	Value of Contract	Amount under Litigation	Details & Present Status

SIGNATURE OF TENDERER

Appendix FT-3 to FORM OF TENDER

ANNEXURE -2

PERFORMANCE RECORD

Name of the Tenderer:

Details of completed order for Design, manufacture and supply of Battery Powered Electric Loco executed during the past 5 years ending 31.12.2017:

Sl. No.	Full address of Employer with contact name and telephone Nos. to whom BPELs have been supplied	Order No. and Date	Battery Powered Electric Loco particulars and features	Quantity	Date of Supply	Date of Commissioning	Performance of Plant/ equipment Supplied

NOTE:

1. The Tenderer shall attach the completion certificate from the client certifying the equipment was successfully supplied, installed and commissioned.
2. The Tenderer shall also attach the performance certificate from the client for satisfactory operation of equipment for a minimum period of 2 years after commissioning. The performance certificate should have been issued by the client within 6 months of the date of submission of Tender.

SIGNATURE OF TENDERER

Appendix FT-3 to FORM OF TENDER

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 31.03.2016								
		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

Appendix FT-4 to FORM OF TENDER

TENDERER'S TECHNICAL PROPOSAL

The Tenderer shall submit documents for EACH of the numbered items in the following paragraphs to enable evaluation of the Technical Proposals. Each of the numbered items shall be addressed with either submission of documentation or confirmation of "not applicable". The Tenderer shall include any further information necessary to demonstrate the suitability of his proposal.

A. General	
A1	A list of all sub-assemblies, accompanied with brief technical descriptions.
A2	A list stating limitations, conflicting requirements and non-compliance of the offered equipment in respect to the specified equipment
A2	Brief plans for delivery, Testing & Commissioning of Plant & Equipment.
A3	Method of interfacing and final integration of equipment with relevant Designated Contractors
B. Description of Offered Equipment	
B1	A detailed technical note including description of the Battery Powered Electric Loco and all important assemblies, main dimensions of the equipment etc
B2	Sufficient drawings to make a reasonable assessment of <ul style="list-style-type: none"> (i) The equipment as a whole (ii) The working system
B3	References and Characteristics of main parts
	Preliminary calculations for Tractive Effort exerted by the locomotive to meet the requirements as specified
	Preliminary calculations for Braking Effort exerted by the locomotive to meet the requirements specified
	Philosophy behind selection of traction motor and other traction gears
	Calculations for battery capacity, battery charger capacity and DG set capacity
	Preliminary vehicle dynamics calculations
	Preliminary Static and Kinematic Envelope of the locomotive
C. Spare Parts, Special Tools, Test Equipment and Maintenance Facilities	
C1	List of spares and consumables the Tenderer proposes to keep at site for meeting his obligations during defect liability period, special tools and test equipment as part of the scope of supply under the Contract.
C2	For firms out of Kolkata the details of the local maintenance agent including: <ul style="list-style-type: none"> • Company profile; • Maintenance facility in Kolkata; • Number of years maintaining similar equipment; • Repair arrangement for faulty components on emergency basis.
D. Contractor Organization	
D1	The Tenderer shall demonstrate his capabilities to manufacture offered equipment.
D2	The details of the Tenderer including the following: <ul style="list-style-type: none"> • Company profile; • Date of formation of company; • Relevant registered licence; • Number of years of manufacturing Battery Powered Electric Loco; • Number of years of supplying similar equipment; • A list of references of BPEL projects executed by the Contractor in the last 5 years, including project title, year of project, Employer's name and references of the

	<p>vendors.</p> <ul style="list-style-type: none"> • A list of references where similar equipment has been supplied along, with performance certificate. • Sample submission document which are extracted from their previous similar projects, include design drawings and testing procedures.
D3	<p>The details of the trained staff and facilities available in India, preferably in Kolkata:</p> <ul style="list-style-type: none"> • Company profile; • Date of formation of company; • Relevant registered license; • Number of years associated with the prime manufacturer; • How many trained manpower available for maintenance.
E. Maintenance and after-sales Service	
E1	<p>The details of the Associate Firm/Company in India for Maintenance and After Sales Service, preferably in Kolkata including following,</p> <ul style="list-style-type: none"> • Company profile. • Maintenance and after-sale service facility in India. • Supplementary maintenance facilities outside India. • Number of years maintaining similar equipment. • Project details in Asia for last five years maintaining similar equipment. • Repair arrangement for faulty components on emergency basis.
E2	<p>Foreign Tenderer should furnish following particulars of their associate firm/company in India, if already exist.</p> <ul style="list-style-type: none"> • Name and address of the associates firm/company in India. • Precise relationship between the foreign manufacturer / principal and their Indian associates. • Mutual interest which the manufacturer / principal and the Indian associates have in the business of each other • All services (including after sales) to be tendered by the associates whether of general nature or relating to the particular contract and the facilities / infrastructure available with them for the same. • Past performance.
E3	<p>If the Tenderer has no maintenance and after-sales service facility in India (through himself, or his Indian associate firm/company) the Tenderer shall set up maintenance and after-sale service facility in Kolkata. In this connection, the Tenderer shall indicate how they intend to provide the after-sale service facility for the contract and shall submit the undertaking in the form attached in Appendix FT-5 to Form of Tender.</p>
F. Tenderer's Detailed Technical Proposal (Clause by Clause Commentary)	
F1	<p>For preparing the Detailed Technical Proposal, the Tenderer may submit a detailed Clause by Clause commentary on all the Clauses of the Particular Specification.</p> <p>Tenderers shall note that their comments to the Clause by Clause commentary wherever given shall only be in the following form:</p> <ol style="list-style-type: none"> a) <u>Complied</u>: "Complied" shall be indicated by the Tenderer where the Tenderer is able to comply with the Clause. b) <u>Noted</u>: Where a Clause merely provides information, and no other comment is necessary, "Noted" will suffice. c) <u>Not Complied</u>: Where the Tenderer is not able to comply fully with certain Clauses or has any observation or proposes an alternative design, "Not Complied" shall be indicated and comments if any of the Tenderer shall be indicated in detail. All Clauses with status as "Not Complied" shall be included in the statement of Deviations (Form of Tender: Appendix FT-10) and shall be priced in the Pricing Document.

Appendix FT-4 to FORM OF TENDER

SCHEDULE 1

Technical Details:

Item	Description	Specified	Offered
1	Manufacturer a) Name b) Country of Origin		
2	Equipment Weight a) Total Weight of Loco (t) b) Weight of Loco Without Wheels (t) c) Heaviest Piece during Maintenance (t) d) Axle Load (t)		
3	Equipment Dimensions a) Overall Length of Loco (mm) b) Overall Width of Loco (mm) c) Overall Height of Loco (mm) d) Wheel Base (mm) e) Distance Between Wheel Faces – Inner <ul style="list-style-type: none"> • For Road Wheels (mm) • For Rail Wheels (mm) f) Distance Between Wheel Faces – Outer <ul style="list-style-type: none"> • For Road Wheels (mm) • For Rail Wheels (mm) g) Cab Headroom (mm) h) Diameter of Road Wheel - New (mm) i) Diameter of Rail Wheel - New (mm) - Fully Worn (mm)		
4	Capacity <u>Traction:</u> a) Maximum Tractive Effort of Loco (kN) b) Continuous Tractive Effort of Loco (kN) c) Adhesion Coefficient on Dry Rails (%) d) Maximum Operating Speed of Loco (km/h) e) On a Track having 4% Up Gradient and 120R Curvature: <ul style="list-style-type: none"> • Maximum Starting Capacity of Loco (t) • Time to Reach a Speed of 5 km/h with 240t Trailing Load f) On Level Tangent Track: <ul style="list-style-type: none"> • Maximum Haulage Capacity of Loco (t) • Speed Achieved with the above Capacity (km/h) • Balancing Speed while Hauling a Trailing Load of 240t (km/h) g) Balancing Speed while hauling a trailing load of 240t on a Track having 1% Up Gradient and 100R Curvature (Km/h) <u>Braking:</u> a) Maximum Braking Effort of Loco (kN) b) Adhesion Coefficient on Dry Rails (%) c) Adhesion Coefficient on Wet Rails (%) d) On a Track having 4% Down Gradient: <ul style="list-style-type: none"> • Maximum Braking Distance of Loco without any Trailing Load using Vehicle Brake, when Braked from a Speed of 5 		

	km/h (m) <ul style="list-style-type: none"> • Maximum Braking Distance when Hauling 6-car Trailing Load of 240t using Vehicle Brake Only, when Braked from a Speed of 5 km/h (m) • Maximum Braking Distance when Hauling 6-car Trailing Load of 240t using Vehicle Brake & Train Brake, when Braked from a Speed of 5 km/h (m) e) On a Level Track: <ul style="list-style-type: none"> • Maximum Braking Distance when Hauling 6-car Trailing Load of 240t using Vehicle Brake Only, when Braked from a Speed of 5 km/h (m) • Maximum Braking Distance when Hauling 3-car Trailing Load of 120t using Vehicle Brake Only, when Braked from a Speed of 5 km/h (m) • Maximum Braking Distance when Hauling 6-car Trailing Load of 240t using Vehicle Brake & Train Brake, when Braked from a Speed of 5 km/h (m) • Maximum Braking Distance when Hauling 3-car Trailing Load of 120t using Vehicle Brake & Train Brake, when Braked from a Speed of 5 km/h (m) 		
5	Traction Motor <ol style="list-style-type: none"> Type of motor Rated Voltage (V), Current (A) & Frequency (Hz) Rated Power Factor Rated HP / KW Rated RPM Designed Maximum RPM Frame size Type of speed control system 		
6	Traction Battery <ol style="list-style-type: none"> Type of Battery AH Capacity of Battery Number of Cells Nominal Voltage of each cell (V) Total Voltage of Battery (V) Voltage if each cell, in fully charged and discharged condition (V) 		
7	Battery Charger <ol style="list-style-type: none"> Type of Battery Charger Rated Input Voltage (V) & Frequency (Hz) Rated Output Voltage (V) Rated Output Current (A) Safety interlocks in battery charger Any other details 		
8	DG Set <p><u>Diesel Engine:</u></p> <ol style="list-style-type: none"> Rated BHP No. of Cylinders Cylinder Capacity (cc) Rated RPM Engine Cooling Fuel Consumption (Full Load) Tank Capacity Noise Level (dBA) <p><u>Generator (3-phase Alternator):</u></p> <ol style="list-style-type: none"> Rated Output (kVA) 		

	b) Rated Power Factor c) Rated Output Voltage (V) & Tolerance d) Rated Output Current (A) e) Nominal Frequency (Hz) & Tolerance f) Rated RPM g) Class of Protection (IP) h) Type of Cooling		
9	Control System a) Type of control system b) Type of control system for motor control c) Details of control devices d) Safety/interlocks in the system		
10	Brake System <u>Vehicle Brake</u> a) Type of Brake b) Details of Vehicle Brake System <u>Train Brake</u> a) Type of Brake b) Details of Train Brake System <u>Air Compressor</u> a) Compressor Type b) Capacity (lpm) c) Output Air Pressure (bar) d) Details of Air Dryer e) Capacity of Air Reservoir (l)		
11	Coupling System (both ends) a) Type of coupler b) Make of coupler c) Any other details		

SIGNATURE OF TENDERER

Appendix FT-5 to FORM OF TENDER

LETTER OF UNDERTAKING

(To be submitted on Tenderer's Letterhead)

To:

Date:

The Managing Director,
Kolkata Metro Rail Corporation Limited,
KMRCL Bhawan, (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata 700021,
India.

DESIGN, MANUFACTURE, SUPPLY, TESTING&COMMISSIONING AND TRAINING OF PERSONNEL OF BATTERY POWERED ELECTRIC LOCO FOR CENTRAL PARK DEPOT OF KOLKATA METRO RAIL CORPORATION LIMITED

Tender No. Contract – BPEL/DSM/08(R)

We hereby certify and confirm that competent and trained manpower will be deputed to KMRCL, Kolkata from within India preferably Kolkata for the purpose of maintenance of Battery Powered Electric Loco supplied against Contract No. BPEL/DSM/08 during Defect Liability Period as specified in the Tender Documents.

SIGNATURE OF TENDERER

***NOTE:** If the Tenderer has no maintenance and after-Sales Service facility in India, the Tenderer shall submit the undertaking (in the proforma given above) to arrange maintenance of the Battery Powered Electric Loco installed for KMRCL in Kolkata by deployment of skilled manpower in India, preferably in Kolkata.*

Appendix FT-6 to FORM OF TENDER

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

We hereby declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as any agency commission has been, or will be paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

SIGNATURE OF TENDERER

Appendix FT-7 to FORM OF TENDER

FORM OF CERTIFICATE CONFIRMING RECEIPT OF ALL TENDER ADDENDA

This is to certify that we, M/s _____ [* Name of the Company] have received all Tender Addenda to Tender BPEL, as listed below:

1. Addendum No.
2.
3.
4.

SIGNATURE OF TENDERER

Appendix FT-8 to FORM OF TENDER

TENDER INDEX

The Tenderer shall submit an Index with Appendix FT-8 to Form of Tender which cross refers all of the Employer tender requirements elaborated in these documents to all the individual sections within the Technical Package and the Tender Index should indicate where within the Technical Package and Financial Package, the Tenderer intends to provide responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and sub-headings to facilitate evaluation.

The Tenderer shall also fill the Checklist as per Annexure-3 to ITT and submit it with Appendix FT-8 to Form of Tender.

SIGNATURE OF TENDERER

Appendix FT-9 to FORM OF TENDER

UNDERTAKING FOR DOWNLOADING THE TENDER DOCUMENTS FROM WEBSITES

I/we have downloaded the Tender documents from the Internet site and I/we have not tampered / modified the Tender documents in any manner. In case the same is found to be tampered / modified, I/we understand that my/our Tender will be summarily rejected and the money deposited will be forfeited and I am/we are liable to be banned from doing business with KMRCL and/or prosecuted.

SIGNATURE OF TENDERER

Appendix FT-10 to FORM OF TENDER

STATEMENT OF DEVIATIONS ON TENDER CONDITIONS

Sr. No.	Clause Reference	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the Employer

1. We hereby confirm that all implicit and explicit deviations, comments and remarks, mentioned elsewhere in our Tender, shall be treated as NULL and VOID and stand withdrawn.
2. We hereby confirm that but for the deviations noted in this Appendix FT-10, our proposal is fully and truly compliant.

SIGNATURE OF TENDERER

NOTE:

1. Where there is no deviation, the statement should be submitted duly signed with an endorsement indicating "No Deviations".