



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

(AMENDED VERSION) 15.07.2015

CONTRACT RS (3R)

**DESIGN, MANUFACTURE, SUPPLY, TESTING,
COMMISSIONING AND INTEGRATION OF PASSENGER
ROLLING STOCK (ELECTRICAL MULTIPLE UNITS), AND
TRAINING OF PERSONNEL**

TENDER DOCUMENTS

VOLUME 1

NOTICE OF INVITATION TO TENDER

INSTRUCTIONS TO TENDERERS

ELIGIBILITY CRITERIA DOCUMENTS

FORM OF TENDER

Date of Issue: January 9, 2015.

**KOLKATA METRO RAIL CORPORATION LIMITED
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata 700 021
India**

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

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SUMMARY OF TENDER DOCUMENTS

Volume 1

- **Notice of Invitation to Tender**
- **Instructions to Tenderers** (including Annexures)
- **Eligibility Criteria Documents**
- **Form of Tender** (including Appendices)

Volume 2

- General Conditions of Contract
- Special Conditions of Contract (including Schedules)

Volume 3

- Employer's Requirements – General Specification
- Employer's Requirements – Technical Specification

Volume 4

- Schedule of Dimensions (SOD)

Volume 5

- Tender Drawings

Volume 6

- Pricing Documents

Volume 7

- Safety, Health and Environment (SHE) Manual
- SHE Conditions of Contract

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

CONTRACT RS (3R)

**TENDER DOCUMENTS
VOLUME 1**

NOTICE OF INVITATION TO TENDER

**KOLKATA METRO RAIL CORPORATION LIMITED
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata 700 021
India**

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Munshi Premchand Sarani,
Kolkata 700 021, India.
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KMRCL/Tender No. RS (3R)

January 9, 2015

CONTRACT RS (3R)

DESIGN, MANUFACTURE, SUPPLY, TESTING , COMMISSIONING AND INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS) AND TRAINING OF PERSONNEL

NOTICE OF INVITATION TO TENDER

1. Tenders for this Contract are being called by Kolkata Metro Rail Corporation Limited (KMRCL). Total requirements is 14 metro trains (standard gauge - 1435 mm) of 6 car configuration (DTC+MC+MC+MC+MC+DTC) [84 cars], with 25% option clause
2. Indian and International companies, either by themselves or as a joint venture / Consortium / Group, interested in appointment through International Competitive Bidding (ICB) as the Passenger Rolling Stock Designers and Manufacturers can apply. Applicants are required to have a good financial standing and performance record, requisite experience and capacity in the fields described herein. The Tenderers are required to submit Forms A and Form B together with the Eligibility Criteria Documents.
3. KMRCL has received an ODA Loan from JAPAN INTERNATIONAL COOPERATION AGENCY(JICA) in the amount of 29,839 Million YEN against Loan Agreement ID192 Dt 10th March 2008 & against ID P207 Dt 31st March 2010 towards the part cost of East West Metro Corridor, Kolkata and intends to apply a portion of the proceeds of the Loan to payments under this contract. Disbursement of a ODA Loan by JAPAN INTERNATIONAL COOPERATION AGENCY (JICA). will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for procurement under JBIC ODA Loans “ no party other than KMRCL shall derives any rights from the Loan Agreement or have any claim to Loan proceeds. The above Loan agreement will cover only a part of Project cost. The remaining portion shall be financed through Equity participation by the Government of India, Government of West Bengal and other appropriate means.
4. A complete set of Contract RS (3R) Tender Documents will be available on payment of a non-refundable fee of Rs 50,000 (US\$ 1,000) in the form of a crossed demand draft from a Scheduled Commercial Bank in India in favour of Kolkata Metro Rail Corporation Limited, payable at Kolkata, on all working days as specified under “Tender documents on sale” of item 5

below. In case Tender Document is downloaded from the web-site, cost of document shall be submitted along with the submission of the Tender. Tender will be rejected without submitting the fee.

5. Key Details:

Period of the Works	Approx. 5.5 years including warranty Period
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.)	Rs. 9 Crore or US\$ 2.039 million
Tender documents on sale	From 12.01.2015 to 22.01.2015 (between 11:00 hrs to 17:00 Hrs) on working days
Cost of Tender	Rs. 50,000 or US\$ 1,000
Tender Validity	120 days from Date of Submissions of Tender
Last date of Seeking Clarification Prior the Pre-tender Meeting	31.01.2015
Pre-tender Meeting	KMRCL Conference Room, of address, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700 021, on 10.02.2015 at 11:00 Hrs. (Or location otherwise advised).
Last date of seeking Clarification post Pre-tender meeting	18.02.2015
Last date of issuing addendum	24.07.2015
Deadline for Submission of Tender	28.08.2015 (between 11:00 Hrs and 15:00 Hrs)
Place of Tender Submission	Kolkata Metro Rail Corporation Limited KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700 021
Date & Time of Opening of Tender	28.08.2015 at 15:30 Hrs
Place of Tender Opening	KMRCL Conference Room, Kolkata Metro Rail Corporation Limited KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700 021, 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.
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6. Canvassing in any form will result in summary rejection of the Tender.
7. Joint venture / Consortium / Group must comply with the following requirements:-
 - a) The lead partner shall meet not less than 40% of the financial standing and criteria, Each of the other partners shall meet individual not less than 25% of all financial criteria,
 - b) Joint venture / Consortium /Group suitably, collectively other criteria like technical, organisational and manufacturer capability. However, such partners must individually satisfy technical, organizational, manufacturer and experience record of the equipment or parts being supplied for the rolling stock under procurement,
 - c) The formation of joint venture / Consortium /Group after qualifying eligibility criteria and any change in a pre qualified joint venture / Consortium / Group will be subject to the written approval of the Employer prior to the opening of the financial document. Such approval may be denied if
 - (i) partner withdraw from joint venture / Consortium / Group and the remaining partners do not meet the qualifying requirement
 - (ii) new partner to a joint venture / Consortium / Group are not qualified, individually or as another joint venture / Consortium / Group, or
 - (iii) in the opinion of the employer, a substantial reduction in competition may result.
 - d) Tender shall be signed so as to legally bind all partners jointly and severally and Tender shall be submitted with a copy of joint venture / Consortium / Group agreement as in application forms (A) and (B) providing the joint and several liabilities with respect to the contract (corresponding to schedule X and schedule Y).
8. 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.

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

Volume 1

- Notice of Invitation to Tender
- Instructions to Tenderers (including Annexures)
- Eligibility Criteria Documents
- Form of Tender (including Appendices)

Volume 2

- General Conditions of Contract
- Special Conditions of Contract (including Schedules)

Volume 3

- Employer's Requirements – General Specification
- Employer's Requirements – Technical Specification

Volume 4

- Schedule of Dimensions (SOD)

Volume 5

- Tender Drawings

Volume 6

- Pricing Documents

Volume 7

- Safety, Health and Environment (SHE) Manual
- Conditions of Contract for SHE

10. Minimum Eligibility Criteria:

Refer detailed eligibility criteria evaluation document at Annexure ITT-4 & GCC Clause 1.1.6.14.

11. Tender shall be returned to the Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata-700 021.
12. Please note carefully the requirements for submitting Tenders, and the date and time for submittal. The Tenders must be received in the office of the Managing Director at the address specified above, not later than the date and time as specified above. A receipt of confirmation of submission will be issued by KMRCL.
13. Late or delayed Tenders will not be accepted.
14. Tenders shall be valid for a period 120 days from the date of "Deadline for Submission of Tender".

Managing Director,
Kolkata Metro Rail Corporation Limited

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

CONTRACT RS (3R)

**TENDER DOCUMENTS
VOLUME 1**

INSTRUCTIONS TO TENDERERS

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

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<u>Reference</u>	<u>Description</u>
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Annexure ITT- 2	Form of Bank Guarantee for Tender Security
Annexure ITT- 3	Form of Letter of Undertaking
Annexure ITT- 4	Eligibility Criteria Documents (a) Evaluation Criteria (b) Questionnaire
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Annexure ITT- 6	Requirements for Tenderer's Technical Proposals

INSTRUCTIONS TO TENDERERS

A. General

A1. General Description of the Work

- A1.1 The KMRCL East-West Line (EWL) Metro Project will be approximately 14.67 km long, operating an east-west corridor of Kolkata Metro Rail Project and will connect Howrah Maidan at the East and Salt Lake Sector V at the West. The route will be approximately 5.77 km elevated and 8.9 km underground.
- A1.2 The specified work includes the design, manufacture, furnishing, testing, delivery and warranty of Electrical Multiple Units (passenger metro trains that fulfil the requirements of these provisions).
- A1.3 The work also includes the provision of maintenance and training manuals, training and support services, replacement parts, special tools and test equipment of the quantity and quality indicated in the Tender Documents.
- A1.4 In this Contract, the total number of cars to be supplied under this Contract is 84 cars (i.e. 14 metro trains of 6-car configuration) [DTC+MC+MC+MC+MC+DTC]
- where, DTC : Driving Trailer Car
MC : Motor Car
- This Contract also contains 25% Option Clause.
- A1.5 The metro trains required for the Project shall be of modern design, light weight made of stainless steel or aluminium, with 3 phase AC drive having Variable Voltage Variable Frequency (VVVF) control, regenerative braking and suitable for ATP, ATO, etc.
- A1.6 There shall be no restriction on the place of manufacture. Intended facilities for indigenous manufacture and testing must first be inspected and approved by KMRCL.
- A1.7 The Contractor shall also carry out effective interface coordination, as required, with Designated Contractors and other Contractors appointed by the Employer, during the Contract delivery.
- A1.8 The Contractor shall carry out Integrated Testing and Commissioning of trains on the section in co-ordination with the Designated Contractors, under the supervision of the Engineer. He shall also carry out all statutory tests and trials on trains necessary for obtaining the sanction of Competent/Statutory Authorities for opening the system for public carriage of passengers and provide assistance and information as required by the appropriate statutory authorities in India.
- A1.9 The detailed Scope of Work for the Contractor is further described in the Employer's Requirements

A2. Source of Funds

A2.1 KMRCL has received an ODA Loan from JAPAN INTERNATIONAL COOPERATION AGENCY(JICA) in the amount of 29,839 Million YEN against Loan Agreement ID192 Dt 10th March 2008 & against ID P207 Dt. 31st March 2010. The loan will be used in various currencies towards the cost for the Kolkata East West Metro Project. The KMRCL intends to apply a portion of the proceeds of this loan to make eligible payments under the contract for which this Notice of Invitation to Tender (NIT) is issued.

A2.2 Payment by JICA will be made only at the request of KMRCL and upon approval by JICA, in accordance with the Terms and Conditions of the loan agreement, and will be subject in all respects to the terms and conditions of that agreement. No party other than KMRCL shall derive any rights from the loan agreement or have any claim to the loan proceeds. The above loan agreement will cover only a part of the Project cost. As for the remaining portion, KMRCL will take appropriate measures for finance.

A3. Eligible Tenderers

Unless otherwise approved by the Employer, the tenders for this Contract will be considered only from those companies, corporation, groups, consortia and joint ventures that pass the Eligibility Qualification based on submissions with the Tender. Technical bids of only such eligible tenderers will be evaluated.

A4 Eligible Source Countries

There are no restrictions on the country of origin of Plant, equipment, materials, and services to be provided under the Contract. However, all Plant, equipment, materials and services shall be to the satisfaction of the Employer and the Engineer. The information regarding all Plant, equipment, materials and services included in the Tenderer's Proposals and incorporated into the Contract Document shall not, in any event, be construed as a submission to the Engineer under the Contract. However, the Tenderer should note any requirements for indigenisation.

A5 Qualification of the Tenderer

A5.1 The Tenderers shall submit a written power of attorney authorising the signatories of the tender to commit each member of the group, consortium or joint venture.

A5.2 Where the Tenderer comprises a group, consortium or joint venture, the Tenderer shall submit the following additional information to meet the Eligibility Criteria:

- (a) a Memorandum of Understanding duly notarised, comprising of all the members, shall be provided. That Memorandum of Understanding shall be duly registered in India before issuing the Letter Of Acceptance.
- (b) nomination of one of the members of the group, consortium or joint venture to be in-charge (Leader); and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all members of consortium or joint venture.

- (c) details of the intended percentage participation given by each member shall be provided and reconfirmed and expanded with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - (d) the partner in charge (Leader) shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture/consortium;
 - (e) all partners of the joint venture/consortium shall be jointly and severally responsible for execution of the both Contracts in accordance with the Contract terms.
 - (f) in case, the Lead member is NOT the qualified Technical Leader, then one of the members of the group, consortium or joint venture is to be in-charge (Technical Leader) in terms of Design experience, Manufacture & experience at site works, testing & commissioning of metro trains including maintenance during DLP.
- A5.3 The Tenderer shall submit with his Tender full details of his ownership and control or, if the Tenderer is a group, joint venture or consortium, full details of ownership and control of each member thereof.
- A5.4 Indian Tenderers or Indian members of a group, joint venture or consortium shall submit, a certified copy of the last 5 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department in the Technical Package,
- A5.5 Each Tenderer (each member in the case of a group, joint venture or consortium) or any associate 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-8 to Form of Tender shall be submitted with the Technical Package.
- A5.6 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.
- A5.7 The Applicant (including all members of a joint venture) shall not be one of the following:
- (i) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project;
 - (ii) Any association/affiliates (inclusive of parent firm or an organization mentioned in subparagraph (i) above.
 - (iii) A firm or an organization who lends or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in

any capacity on the same project .

A6 One Tender per Tenderer / misprocurement

A6.1 Each Tenderer shall submit only one tender. If a Tenderer submits a tender in his own name and at the same time as a member of a consortium/joint venture, both tenderers will be disqualified.

A6.2 A firm shall submit only one tender either individually or as a partner in a joint venture. No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. A tenderer who submits or participates in more than one tender as a member as well as a sub contractor will cause all of the proposals in which the tenderer has participated to be disqualified. A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity.

A6.3 Fraud and Corruption

JICA requires that Tenderers and Contractors, as well as the Employer, under contracts funded with JICA ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- a) will reject a Tender for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b) will recognize a Tenderer or a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA;
 - c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or sub-contractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. The Borrower shall confirm the eligibility of bidders from this point of view.
- (01) “Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). From an operational view point, JICA will recognise the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started operating cross debarment, as “cross debarment decisions by the Multilateral Development Banks”.
- (02) JICA will recognise a Tenderer or Contractor as ineligible to be awarded a contract

funded with Japanese ODA Loans if the tenderer or Contractor is debarred by the World Bank Group for the period starting from the date described in (a) through (f) below, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

- (a) Advertisement for prequalification, if the Contractor is selected through the ICB and prequalification is conducted;
 - (b) Invitation for bid, if the Contractor is selected through the ICB and the prequalification is not conducted;
 - (c) Invitation for bid, if the Contractor is selected through the Limited International Bidding;
 - (d) Request for price quotations, if the Contractor is selected through the International Shopping.
 - (e) Appointment of the Contractor, if the Contractor is selected through the direct Contracting, or
 - (f) Commencement of actual selection / bidding process, if the Borrower wishes to adopt procurement procedures other than (a) through (e) above.
- (03) If it is revealed that the Contractor was ineligible to be awarded a contract according to (02) above, JICA will, in principle, impose sanctions against the Contractor.
- (04) If it is revealed that the sub-contractor, which has a direct contract with the Contractor, was debarred by the World Bank Group on the sub-contract date, JICA will, in principle, require the Borrower to have the Contractor cancel the sub-contract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

A7 Cost of Tendering

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

A8 Site Visits

- A8.1 The Tenderer is advised to visit and examine the Site and surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a Contract for the proposed Works. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the 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.
- A8.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death

or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- A8.3. The Tenderer shall note General Conditions of Contract (GCC) Sub-Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

A9 Option

The Employer reserves the right to order 25% additional cars of the same make up as the base order (i.e., DTC+ MC+ MC+ MC+ MC+ DTC) or any other combination and will notify the Contractor of its intention to execute such an order within 78 weeks from LOA. The cost for such additional cars shall be at the same price as the base order per car without spares adjusted as per the escalation formula. The Employer will discuss this right to order 25% additional cars with the selected Contractor. If the Employer exercises the option to order 25% additional cars without spares, the KEY Dates for the increased quantities shall be as mutually agreed between the Contractor and the Employer. The payment schedule will be the same as the payment schedule for the base order, and will be made in continuation in accordance with the delivery. There would be NO DECREASE of the tendered quantity.

B. Tender Documents

B1 Single-Stage: Two Packages (Technical and Financial)

For works, machinery and equipment for which complete technical specifications are prepared in advance, a single-stage: Two packages tendering procedure should be adopted. Under this procedure, Tenderers will be invited to submit eligibility criteria documents, technical and financial proposals simultaneously in separate sealed envelopes.

The Tender package comprises of two parts i.e. Part-1 containing Tender Securities, eligibility criteria documents and Technical submissions. Tender Securities and eligibility criteria documents submissions will be opened first for evaluation of eligibility criteria. Those who fail to clear Eligibility criteria, their technical as well as financial tender proposal will be returned unopened. The technical submission will be opened for those Tenderers who pass eligibility criteria evaluation. Part 2 comprising of the Financial Proposal, which will be opened for those Tenderers who have satisfied all the technical criteria in respect of eligibility, acceptability and responsiveness of their submitted Tenders.

Opening of financial proposals shall follow the procedures stipulated in Section 5.02 of JICA Guidelines. Evaluation of financial proposals shall be consistent with Section 5.06 of JICA Guidelines. The financial proposals of the bidders whose technical proposals have been determined not to conform to the technical specifications shall be returned unopened, to the bidders concerned, in accordance with due process and as agreed upon by JICA.

B2 Content of Tender Documents

- B2.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for design, manufacture, supply, testing, commissioning and integration of passenger

rolling stock in connection with Contract RS (3R) of the Kolkata East West Metro Project and as more particularly described in these documents. The Tender Document comprises:

- (a) Notice of Invitation to Tender;
- (b) Instructions to Tenderers;
- (c) Form of Tender and its Appendices;
- (d) Eligibility criteria Documents;
 - (i) Letter of Application ITT- 4/2;
 - (ii) Letter of participation from each member of the group ITT - 4/3 to 6;
 - (iii) Evaluation Criteria including Filter of Applicants-Check list ITT- 4/7 to 12
 - (iv) Questionnaire with Verification Statement
- (e) General Conditions of Contract;
- (f) Special Conditions of Contract and Schedules;
- (g) Employer's Requirements:
 - (i) General Specification;
 - (ii) Technical Specification.
- (h) Schedule of Dimensions (SOD)
 - (i) Tender Drawings (Issued in Electronic PDF Format on CD only)
- (j) Pricing Document
- (k) SHE Manual and Conditions of Contract (Issued in Electronic PDF Format on CD only)

TENDERERS ARE REQUIRED TO INCLUDE THE ABOVE LISTED DOCUMENTS IN VARIOUS SEALED ENVELOPES TO BE SUBMITTED UNDER THE SEALED PACKETS AS DESCRIBED UNDER SECTION C BELOW.

B2.2 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 Documents will be rejected.

B2.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B3 Content of Supporting Documents

B3.1 The KMRCL East-West Corridor Alignment and profile for all the sections, enclosed with this tender (Volume 5) is for general information of the Tenderer and may undergo changes/revisions from time to time.

B3.2 The accuracy or reliability of the documents referred to in this Clause B3 and of any other

information supplied, prepared or commissioned at any time by the Employer or others in connection with Contract RS (3R) is not warranted.

B4 Clarification of Tender Documents

- B4.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and in the event of discovery of any discrepancy, the Tenderer shall inform the Employer forthwith.
- B4.2 Should the Tenderer, for any reason whatsoever, require clarification of the meaning contained in the Contract RS (3R), the Tenderer shall seek such clarification in writing.
- B4.3 All communications between the Tenderer and Managing Director, KMRCL shall be strictly conducted in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI), telex or telefax) at the Employer's mailing addresses indicated.
- B4.4 Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers without disclosing the IDENTITY of Tenderer seeking clarification.
- B4.5 The final date for requesting clarifications is 18.02.2015 after pre tender meeting.
- B4.6 After that date, any further request for clarification may NOT be entertained, and it shall be deemed the Tenderer has fully understood and accepted the requirements for tendering.
- B4.7 Except for any such written clarification by the Employer which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B2.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B5. Amendment of Tender Documents

- B5.1 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 the GCC, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. Tenderers shall confirm receipt of such documents and list them in the "Form of Certificate confirming receipt of all Addenda."
- B5.2 The Tenderer should note that there might be aspects of his Tender and/or the documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:
- a) by way of Special Conditions of Contract to be prepared on behalf of the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
 - b) by the Tenderer submitting, at the written request of the Employer, documents which

are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.2 to C2.3 below, and whether as supplements to or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall not have contractual effect.

B6. Delivery Procedure of Tender Documents

B6.1 Tenders must be delivered to the address as specified under paragraph D1.2 below at or before the submission deadline as specified under paragraph 5 of the NIT. Tender must be accompanied by Tender Securities of an amount specified in paragraph 5 of the NIT or an equivalent amount in a freely convertible currency. Late tender will be rejected. Tenders will be opened in the presence of the Tenderer's representatives who choose to attend at the address as specified in paragraph 5 of the NIT.

C. Preparation of Tenders

C1 Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

C2 Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the Date and Time of Submission of Tender, given in the Notice of Invitation to Tender; submit their Single Tender, in Two (2) separate sealed Packages clearly marked with the name of the Tenderer and with

- (i) KMRCL Contract RS (3R) : Technical Package; – Comprising of;
- Tender Securities SEALED,
 - Eligibility Criteria (with Letter of Undertaking) SEALED and
 - Form of Tender with Appendices (with prices left blank), and inclusive of Complete Technical Submission Documents SEALED.

(Original and one (1) Hard Copy; plus Electronic Copy Provided on CD)

and

- (ii) KMRCL Contract RS (3R): Financial Package – Comprising of;
- Form of Tender (with prices) and without Appendices, and
 - Pricing Documents.

(Original and one (1) Hard Copy; plus Electronic copy provided on CD)

These shall be addressed to The Managing Director, KMRCL and submitted at the address given in the Tender Document. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender Note: ALL individual or part Packages shall be limited to pack sizes

of NOT greater than; 1) internal measurements: Height 33cm, Width 51cm, Depth 43cm and
2) Max weight of 25kg.

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

Tender Securities Submission Envelope

a) Tender Securities – in enclosed envelope clearly marked

Eligibility Criteria Submission Envelope

b) Eligibility Criteria Documents - in separate envelope clearly marked containing:

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

Technical Submission Envelope

c) Technical Documents -

- (i) Form of Tender with Prices left blank (also with Power of Attorneys and associated notarial certificate.)
- (ii) Appendices to Form of Tender (FOT) including Appendices FT-1 to FT-8. NOTE: FOT: Appendix FT-2, Pricing Document, must be submitted with the prices left blank.
- (iii) Technical Submissions as per Annexure ITT-6. (Under FOT: Appendix FT-7)
- (iv) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract.

The Tenderer shall also 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.

Should any further document be required in pursuance to paragraph C2.2c(iv), the Tenderer will be instructed by the Employer which package of the Tenderer's submission is to contain such document.

C2.3 The Tenderer shall submit the following documents duly completed with Financial Package of the Tender submission:

- a) Form of Tender (duly completed and without Appendices)
- b) Appendix FT-2 to the Form of Tender (Pricing Document) – duly completed including

the Tender Total, schedule of amounts apportioned to Cost Centres under each schedule (Schedule X and Schedule Y), similarly monthly cash flows for both the Contracts separately as per schedule ,X & Y etc. (see Paragraph C10 and C14 below);

- c) Price Breakdown as in the format given at Appendix A1 & B1 under Schedule X and Schedule Y respectively of the Pricing Document.
- d) Pricing of unqualified withdrawal of Conditions, Qualifications, and Deviations etc. as per the format given in Appendix I of the Pricing Documents for all the deviations submitted in Appendix FT-6 to Form of Tender. Deviations submitted elsewhere will not be acceptable.

The Tenderer shall also 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.

C 2.4 DELETED

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a group, consortium or a joint venture, the Form of Tender shall be signed by the Representative authorised in the Joint Venture Agreement to act on behalf of the joint venture. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney and associated notarial certificate etc. shall be attached.

C4 Tender Validity

- C4.1 The Tender shall be valid for a period as specified in Notice of Invitation to Tender (NIT).
- C4.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that 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. If a tenderer accepts to extend the period of validity, the tender security shall also be suitably extended.
- C4.3 The Tenderer may refuse the request without forfeiting his Tender Securities.
- C4.4 The Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of both Tender Securities for the period of the extension plus 28 days..
- C4.5 Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the tender at a later date will be entertained

C5 Tender Security

- C5.1 The Tenderer shall submit with his Tender one Tender Security for a sum as specified in Notice of Invitation to Tender (NIT), in the form of a Bank Guarantee issued by a scheduled

Commercial bank in India or from a Schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with 2nd Schedule, as per the format given in Annexure ITT-2 to these Instructions to Tenderers. The Bank Guarantee should be in the name of the Applicant or "JV/Consortium". In the case where the tenderer is a JV/Consortium, the Bank Guarantee for Tender Security shall be from JV/Consortium and not from individual members, except that a local member of the JV/Consortium is permitted to furnish the tender Security with an assurance from the other JV/Consortium members to back such a Security. The Tender Security shall remain valid for a period of 28 days beyond the latest tender validity.

- C5.2 Any Tender not accompanied by acceptable Tender Securities will be rejected by the Employer.
- C5.3 The Tender Securities 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 4.2 of the GCC.
- C5.4 The Tender Securities shall be released to the unsuccessful Tenderers following due process with JICA's concurrence to the signing of the Contract. However, it may be released to the unsuccessful Tenderers who fail the Eligibility Criteria assessment.
- C5.5 The Tender Security shall be forfeited:
- a) if the Tenderer withdraws his Tender during the period of Tender validity; or
 - b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E5 below; or
 - c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Employer.

C6 Currencies of Tender and Payment

- C6.1 The Prices shall be quoted by the Tenderer separately in the following currencies:
- a) For inputs to the Works, which are expected to be supplied from within India, in Indian Rupees, Japanese Yens, US Dollars and Euros.
 - b) For those inputs to the Works, which are expected to be supplied from outside India, in Japanese Yens, US Dollars and Euros and INR.
 - c) Maximum Number of currencies of payment shall not be more than four (4) including Indian Currency.
- C6.2 Interim payments in relation to each Cost Centre will be certified and paid, in accordance with the provisions of Clauses 11.4 and 11.5 of the GCC in the currency shown in the Schedule of Cost Centre Amounts. The Tenderer's attention is invited to Clause 16 of SCC.
- C6.3 For the purpose of comparative evaluation of the offers, all tender prices as submitted in Appendix A will be converted to INR by using the Bill Selling rate of exchange for those currencies at the close of business of the State Bank of India on the last working day 28 days before the latest date of submission of Tenders

C7 Pricing Document

- C7.1 The Tenderer shall complete the Pricing Document separately under Volume 6 of the Tender Documents. The completed Pricing Document shall be submitted as Appendix FT-2 to the Form of Tender. The requirements for completing the Pricing Document are described in Annexure ITT-5 to this Instruction to Tenderers.
- C7.2 The Tenderer is to note that Key Dates are to be determined by reference to periods from the Commencement Date of the Works. Periods for each stage of work are given in Appendix FT-1 to the Form of Tender.
- C7.3 Milestone dates shall be, likewise, determined by reference to the respective periods from the Commencement Date of the Works. It is the intention that, prior to Commencement Date, Key Dates and Milestones will be converted to calendar dates applicable for each Schedule X and Y
- C7.4 Prior to award, the successful Tenderer shall reformat the Pricing Document, Schedule of Milestones, and the Works Programme, so as to correlate between these documents, as required by the Employer for each contract.

C8 Milestones Payment Schedule

- C8.1 The Tenderer shall submit with his Tender (Appendix F of Pricing Document) Milestone Payment Schedule which shall show, in tabular form the anticipated accumulated value of work done for all Cost Centres under Schedule X and Schedule Y separately.
- C8.2 The Tenderer shall also submit monthly cash flows for the Contract. The Milestone Payment Schedules and monthly cash flows shall be submitted for each currency of the Contract separately for each Schedule.
- C8.3 The Tenderer will be required to ensure the Milestone Payment Schedule is consistent with the proposed Works Programme.
- C8.4 The Tenderer may be required to amplify and develop the Milestone Payment Schedule with the proposed Programme prior to award.

C9 Tenderer's Technical Submissions

- C9.1 The Tenderer shall submit with the Tender his Technical Submissions as described in Annexure ITT-6 to Instruction to Tenderers hereto.
- C9.2 The Tenderer may be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and can be incorporated into the Contract.
- C9.3 Only those aspects of the Contractor's Technical Proposal that the Employer (at sole discretion) considers clearly conforming will form part of the Contract.

C10. Tenderer's proposed Works Programme and Design Submission Programme

C10.1 The Tenderer shall submit with his Tenderer's Technical Submission.

- a) The proposed Outline Works Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Works Programme are set out in Annexure ITT-6 to these Instructions to Tenderers.
- b) The Works Programme shall be prepared in terms of weeks from the Date for Commencement of Works.

C10.2 The Tenderer shall submit with his Tender his proposed Outline Design Submission Programme to cover the Design Phase. Such proposed programme shall:

- a) be consistent with the Work Programme as detailed in the Employer's Requirements (Volume 3 of Tender Documents);
- b) include a Schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Tenderer intends to submit;
- c) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete his co-ordinated design in the knowledge that such design will be compatible and co-ordinated with others and allow adequate time for the Employer's assessments and decisions.

C10.3 The Outline Works Programme and Outline Design Submission Programme submitted at the time of Tender shall not in any event be construed as the final submission and shall be modified and developed as necessary to incorporate the Employer's programme requirements in respect of review by the Employer and the Engineer.

C10.4 The Tenderer's attention is drawn to the Employer's Requirements, and should note that it may be required to amplify, explain and develop his proposed Outline Works Programme and Outline Design Submission Programme prior to award of Contract.

C11 Sub-Contractors

C11.1 The Tenderer is to submit the list of proposed Subcontractors/Vendors with the Tenderer's Technical Submission.

C11.2 The capabilities of the vendors and subcontractors proposed by the Tenderer to be used by the lowest evaluated Tender will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed.

C12 Guarantees and Warranties

C12.1 The Tenderer shall submit full details of the identity of the proposed parties who would respectively provide or issue the Performance Guarantee in accordance with Clause 4.2 of

the GCC.

C12.2 The Contractor shall submit warranties in accordance with Clause 4.2 of the GCC.

C12.3 NOT USED

C12.4 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.

C12.5 The Contractor should note that all Guarantees, Undertakings, and Warranties except Advance Payment Guarantee, shall be executed prior to signing of the Contract, separately for each of the contracts.

C13 Insurance

C13.1 The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract and Clauses 20, 21 and 31 of SCC.

C14 Pre-Tender Meeting

C14.1 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 Notice of Invitation to Tender (NIT).

C14.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C14.3 The Tenderer is requested to submit any questions in writing or by facsimile, to reach the Employer not later than "Last date of Seeking Clarification" as provided for in Notice of Invitation to Tender (NIT).

C14.4 Tenderer's queries with KMRCL responses will be transmitted to all Tenderers.

C14.5 Any modification of the tender documents which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B5.

C14.6 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C15 Format and Signing of Tender

C15.1 The Tenderer shall prepare one original and one copy of the documents comprising the tender as described in paragraph C2 of these Instructions to Tenderers, clearly marked "ORIGINAL" and "COPY". In the event of discrepancy between them, the original shall prevail.

C15.2 The original and copy of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original, and copy shall be initialled and stamped by a person or persons duly authorised to sign on behalf of the Tenderer. 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.

- C15.3 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.

C16 Tender Index

The Tenderer shall include with his Tender an index which cross references all of the Employer's tender requirements elaborated in these documents to all the individual sections within Contract RS (3R).

C17 Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to design and construction of Stations; design, manufacture and installation of Signalling, Train Control and Telecommunications on the Corridors; design, manufacture and installation of Power Supply, Traction Power, Power Distribution and Lifts & Escalators on the Corridors; installation of track work; design, manufacture, supply and installation of Automatic Fare Collection; Construction, manufacture and installation of Depots and Equipments etc.

D. Submission of Tenders

D1 Sealing and Marking of Tender

- D1.1 The Tenderer shall seal the Original and Copy of the Technical Package in separate packages, duly marking as "Original" and "Copy". Likewise, the Tenderer shall seal the Original and Copy of the Financial Package in separate packages duly as "Original" and "Copy".

- D1.2 The Tenderer shall submit the Tender Security in a separate envelope under Technical Package. All documents corresponding to Form of Tender (with Prices left blank) "Eligibility Criteria" and "Technical Submissions" shall be annexed and sealed individually by Three (3) separate envelopes, which shall be part of the Technical Package. The envelopes of the Tender Securities, "Eligibility Criteria Documents (with Letter of Understanding)" and the "Technical Submissions" shall then be sealed in an outer Package and marked as "Tender Securities, Eligibility Criteria and Technical Submissions" accordingly.

Likewise the envelopes of all Financial Packages shall be sealed in an outer envelope and marked as "Financial Package"

All the inner and outer envelopes shall be addressed to the Employer at the following address:

- a) To:

The Managing Director,
Kolkata Metro Rail Corporation Limited
HRBC Bhawan,
Munshi Premchand Sarani,
Kolkata-700 021,
India

- b) bear the following identification for Tender Securities, Eligibility Criteria and Technical Submissions:

TENDER SECURITIES, ELIGIBILITY CRITERIA AND TECHNICAL SUBMISSIONS

Tender Reference Number RS (3R)

DO NOT OPEN BEFORE hrs on

Name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late pursuant to paragraph, D2, and

- c) bear the following identification for Financial Submissions:

FINANCIAL SUBMISSIONS

Tender Reference Number RS (3R)

NOT TO BE OPENED

D1.3 The inner envelopes of the Technical Package and the Financial Package shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to paragraph D2 or deemed unresponsive in accordance with paragraph E5.3 or for any other reason.

D1.4 If the inner envelopes of the Technical Package and/or the Financial Package are/is not sealed and marked as above the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

D2 Deadline and Late Submission of Tenders

D2.1 Tenders must be received by the Employer at the address specified above, not later than the date and time noted in Notice of Invitation to Tender (NIT). The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph B5. 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 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

- D3.2 The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of paragraph D1, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION", or "WITHDRAWAL", as appropriate.
- D3.3 No Tender may be modified or substituted by the Tenderer after the deadline for submission of Tenders.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in Notice of Invitation to Tender (NIT), shall result in the forfeiture of the Tender Securities.

E. Tender Opening and Evaluation

E1 Tender Opening

- E1.1 Tenders which are not accompanied by a valid Tender Securities, or are accompanied by an unacceptable or fraudulent Tender Securities shall be considered as non-compliant and rejected.
- E1.2 The Tender Security and Eligibility Criteria envelopes (with Letter of Undertaking) of the Tender will be opened in the present 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.
- E1.3 Envelopes marked "WITHDRAWAL" shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened. Subsequently, envelopes marked "MODIFICATION" and "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.
- E1.4 Those who fail the Eligibility Criteria Evaluation, their Technical as well as financial submissions will be returned unopened. Technical envelope will be opened for shortlisted Tenderers who qualify in Eligibility Criteria evaluation. No Tenderer will be invited to be present to witness the opening of Technical envelope.
- E1.5 The Tenderer is advised that the Employer's policy in respect of comparison of Tenders is that the Technical Package is to determine their eligibility, acceptability and responsiveness to the Employer's Requirements. Unacceptable and unresponsive Tenders will be rejected and the corresponding Financial Package will be returned unopened.
- E1.6 The Tenderer is to note that Financial Package of tender submissions of which Eligibility Criteria and Technical Packages has satisfied the review in sub-paragraph E4.1, E5.1 to E5.4 will be opened with the tender sums posted. The date, time, and place of opening will be advised to only the Tenderers who have qualified technically and have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.
- E1.7 The Employer shall prepare minutes of the tender opening, including the information disclosed to all Tenderers' representatives.

E2. Confidentiality of Tender Information and Copyright

- E2.1 The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications, are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. The tender drawings and documentation prepared by the Employer shall be used solely for the design of the works. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A letter of undertaking is attached in instruction to Tenderers – Annexure ITT-3 and shall be completed by the Tenderer and returned in the Tender Technical Package. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tender bids or award decisions may result in the rejection of the bidder's bid.
- E2.2 From the time of tender opening to the time of contract award, if any Tenderer wishes to contact the Employer on any matter related to its tender, they should do so in writing.

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification and the response shall be in writing/facsimile and/or email, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with paragraph E6.

- E 3.1 Employer may allow supplementary submission on Technical Package only when such submissions are specifically asked by the employer for the purpose of Technical evaluation without making any change in substance of the Tender submission.

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 Eligibility Criteria of Tenders

E4.1 General Evaluation

Eligibility Criteria submission should be complete with:

- a) All necessary documents, Annexures which will be used to evaluate the Tender (Pro-Forma Section 3, Question 17c)
- b) Complete with answers to pre-bid questionnaires

- c) Credentials regarding work experience etc. (Annexures 1, 1A and 2)

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

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

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

E5 Technical Evaluation

E5.1 Only such Tenderers who qualify General Evaluation pursuant to paragraph E4.1 above will have their Technical Proposal evaluated by the Employer. The requirements for the Tenderers Technical Proposal submissions are provided for in Annexure ITT-6.

E5.2 Evaluation of qualifying conditions

Tenders which:

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

E5.3 Responsiveness

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

E5.4 Tenders which are

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

shall be rejected by the Employer.

E5.5 However, the Employer may consider to waive minor informality, nonconformity or irregularity after technical evaluation that does not constitute major material deviation, whether or not

identified by the Tenderer in Appendix FT-6, Statement of Deviations, of this Tender, and that does not prejudice or affect the relative ranking of any Tender as a result of the financial evaluation, pursuant to paragraph E6.

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

E6 Financial Evaluation

- E6.1 The financial proposals which comply with the General Evaluation Criteria, paragraph E4.1 above and “Technically Qualified” and compliant, pursuant to paragraphs E5.1 to E5.4 above, will be evaluated. The requirements for the Tenderers Financial submissions are provided for in Annexure ITT-5.

- E6.2 The comparison of Tenders will be the Tender Total of Schedule X plus Schedule Y as shown in Appendix A of the Pricing Document for the 14 metro trains.

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

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

The Employer will make his own assessment for those identified quantifiable deviations and omissions which have not been priced in Appendix I of the Pricing Document.

- E6.4 Correction of Errors

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

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

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

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

Tenders will be compared in Rupees only. This will be achieved by converting the Foreign Currency portion into Rupees at the Bill Selling Rate of Exchange at the close of business of the State Bank of India on the last working day twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

E6.6 Price variation:

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

E6.7 Employer' Rights of Variation

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

E7 Post-Qualification

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

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

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

E7.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Employer will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

E7.4 The capabilities of the vendors and subcontractors proposed in the tender to be used by the lowest evaluated Tender will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the tender will not be rejected, but the Tenderer will be required to substitute an acceptable vendor or subcontractor and after discussion between the Employer and the Tenderer, the corresponding Appendix to the Form of Form of Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.

F. Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract corresponding to Schedule X and Schedule Y to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:

- a) eligible in accordance with the provisions of paragraph A3; and
- b) qualified in accordance with the provisions of paragraph A5.

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 Contracts, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action, by notice in writing to the Tenderers 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 of the GCC 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 Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to paragraph C16, 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 name the amount which the Employer will pay the Contractor according to Schedule X & Y separately in consideration of the execution, completion (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed by the Contract. Date of issue of Letter of Acceptance for both contracts shall be the Commencement Date of the Contract. This is with the view to give more time to contractor for manufacture.

F3.2 In the event of award of the Contracts, the following will be the sequence of events in the order given below. The Contracts will not come into force until unconditional concurrence of JICA is obtained. The Employer may seek suitable amendments to the Contracts if such amendments are desired by the JICA and are acceptable to the Employer.

- a) Approval by Competent Authority;
- b) Letter of Acceptance;
- c) Signing of Contract; and
- d) Concurrence of JICA

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the two separate Contract Agreements in the form specified in Schedule 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 45 days from the date of issue of the Letter of Acceptance.

F5 Performance Guarantee, Parent Company Guarantee and Warranties

- F5.1 The Performance Guarantee required in accordance with Clause 4.2 of the GCC shall be for an amount as specified in Appendix FT-1 to Form of Tender from a scheduled Commercial bank in India acceptable to the Employer in the types and proportions of currencies in which the Contract Price is payable.
- F5.2 Within 28 (twenty eight) days of receipt of the “Letter of Acceptance” (LOA) from the Employer, the successful Tenderer shall furnish to the Employer one Performance Guarantee as per Sub-Clause F5.1.
- F5.3 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract before signing of the Agreement.
- F5.4 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Securities.

**KOLKATA METRO RAIL CORPORATION LIMITED
CONTRACT RS (3R)**

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL
MULTIPLE UNITS) AND TRAINING OF PERSONNEL**

APPENDICES TO INSTRUCTIONS TO TENDERERS

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE
UNITS) AND TRAINING OF PERSONNEL**

CONTRACT RS (3R)

Instructions to Tenderers

Annexure ITT-1

List of Eligible Countries of JICA ODA Loan

ALL COUNTRIES ARE ELIGIBLE ON DATE

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND TRAINING OF PERSONNEL**

CONTRACT RS (3R)

Instructions to Tenderers

Annexure ITT- 2

Form of Bank Guarantee for Tender Security

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE
UNITS) AND TRAINING OF PERSONNEL**

CONTRACT RS (3R)

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(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 RS (hereinafter called "the Tender").

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs.Crore (Rupees Crore only) 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 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 obligator:

- (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 para F of the "Instructions to "tenderers".

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

Signature of

Authorised Official

Of the Bank: _____

SIGNATURE OF WITNESS

NAME OF WITNESS

Address of _____

Name of Official: _____

Designation _____

STAMP/SEAL _____

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE
UNITS) AND**

TRAINING OF PERSONNEL

CONTRACT RS (3R)

Instructions to Tenderers

ELIGIBILITY CRITERIA DOCUMENTS SUBMISSIONS

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND
TRAINING OF PERSONNEL CONTRACT RS (3R)**

Instructions to Tenderers

Annexure ITT- 3

Form of Letter of Undertaking

CONTRACT RS (3R)
Instructions to Tenderers
Annexure ITT- 3
Form of Letter of Undertaking

Dated : _____

To

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

LETTER OF UNDERTAKING

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND INTEGRATION OF
PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS) AND TRAINING OF PERSONNEL
CONTRACT RS (3R)**

We, (name of individual tenderer/joint venture/consortia), hereby undertake that the tender documents and drawings purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design, manufacture, supply, testing, commissioning and integration of Passenger Rolling Stock (Electric Multiple Units) and training of Personnel for Kolkata East-West Metro Rail Project

We further undertake that the aforesaid tender drawings and documents shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the individual tenderer/consortium/joint venture, their parent companies or sub contractors of the individual tenderer/consortium/joint venture are, or will be involved with either in India or any other country.

Signed _____

For and on behalf of
(Name of Tenderer / Joint venture/Consortia)

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND
TRAINING OF PERSONNEL**

CONTRACT RS (3R)

Instructions to Tenderers

Annexure ITT- 4

ELIGIBILITY CRITERIA DOCUMENTS

KOLKATA METRO RAIL CORPORATION LIMITED

KOLKATA EAST WEST METRO PROJECT

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND TRAINING OF PERSONNEL**

TENDER RS (3R)

ELIGIBILITY CRITERIA DOCUMENTS

LIST OF CONTENTS

<u>Description</u>	<u>Pages</u>
LETTER OF APPLICATION	ITT-4 / 2
LETTER OF PARTICIPATION FROM EACH MEMBER OF THE GROUP	ITT-4 / 3 to 6
EVALUATION CRITERIA	ITT-4 / 7 to 12
QUESTIONNAIRE WITH VERIFICATION CERTIFICATE	ITT-4 /13 to 36

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

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

(Applicant to provide date and reference)

**APPLICATION FOR ELIGIBILITY CRITERIA
TENDER NUMBER RS (3R)**

Dear Sir,

We hereby make application for Qualifying Eligibility Criteria as a Tenderer for design, manufacture, testing and commissioning of passenger Rolling Stock (Electric Multiple Units) and indigenously sourcing some items given in the document and the assembly. In support of the application we submit herewith one original and one copy of the required documents.

(In the case of other than a sole proprietorship firm add this following paragraph)

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

(In the case of a joint venture / Consortium / Group add this paragraph)

This application is submitted on behalf of a joint venture / Consortium / Group (applicant to delete as appropriate) comprising (Applicant to state the names of each member) and of which (Applicant to insert name of leading member of joint venture / Consortium / Group) has agreed to act as leader. Each member has prepared a statement of participation in relation to this application and these are contained in Section 2 herewith.

Yours faithfully,

..... (Signature)

Name of signatory:

Capacity of signatory:

Name and address of applicant (or of leader if applicant is a group)

PRO-FORMA LETTER OF PARTICIPATION FROM EACH MEMBER OF A GROUP

(On each Firm's Letter Head)

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

(Applicant to provide date and reference)

Dear Sir,

**APPLICATION FOR QUALIFYING ELIGIBILITY CRITERIA
TENDER NUMBER RS (3R)**

We wish to confirm that our company/firm (delete as appropriate) has formed / intends (delete as appropriate) to form a group with (member to insert names of all other members of the group) for purposes associated with Tender Number.....

(Members who are not the lead member of the group should add the following paragraph).

The group is led by (member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of applying for Tender Application.

(members being the lead member of the group should add the following paragraph)

In this group we act as leader and, for the purposes of applying for Tender Application, represent the group.

In the event of our group being invited for Tender No. RS (3R), we agree to be jointly (with other members of our group) and severally liable to the Kolkata Metro Rail Corporation Ltd. (KMRCL), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between the KMRCL and our group.

Yours faithfully,

(Signature)

(Name of Signatory)

(Capacity of Signatory).....

APPLICATION FORM A

Group / Joint venture / Consortium Summary

Names of all partners of a group / joint venture / Consortium

1. Lead partner
2 Technical Leader
3. Partner
4. Partner

Total value of annual construction (and/or equipment, goods or services which apply to this contract) turnover, in terms of work billed to clients, in US\$ equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (In US\$ equivalent)						
Partner	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead partner						
2. Partner						
3. Partner						
4. Partner						
Total						

APPLICATION FORM B

Group / Joint Venture / Consortium Agreement

To: The Managing Director,
Kolkata Metro Rail Corporation
KMRCL Bhaban (HRBC Office Complex),
Munshi Premchand Sarani
KOLKATA 700021, INDIA

The undersigned of this declaration of cooperation are by means of attached Powers of Attorney legally authorized to act with regard to _____ [name of the Project] and on behalf of their organizations.

They hereby declare:

that they will legalize a Group / Joint venture / Consortium Agreement in case that a Contract for the _____ [name of the Project] is awarded to their group;

that they have nominated _____ [name of the lead partner] as the Sponsor Firm of the group for the purpose of this Tender;

that they authorized Mr./Ms. _____ [name of the person who is authorized to act as the Representative on behalf of the Group / Joint venture / Consortium] to act as the Tenderer's Representative in the name and on behalf of their group.

that all partners of the Group / Joint venture / Consortium shall be liable jointly and severally for the execution of the Contract;

that this Group / Joint venture / Consortium is an association constituted for the purpose of the execution of the _____ [name of the Project] under this Contract;

that if the Employer accepts the Tender of this Group / Joint venture / Consortium, it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer;

that each partner's share of the Work, stated as percentage of the total contract amount, shall be as follows:

Name of Partner	Description of Work	Share %
Lead Partner		
Technical Leader		
Partner		
Partner		
Total		100

Give names and positions of the proposed Joint Venture Representatives, as well as organization's names and addresses:

1.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

2.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

3.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

4.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

5.	Name:	Signature:
	Position:	Date:
	Representative of: (Organization's Name)	

ELIGIBILITY CRITERIA DOCUMENTS

EVALUATION CRITERIA

(A) ELIGIBILITY CRITERIA OF APPLICANTS – CHECKLIST

Apply for each Applicant. In case of an Individual / Group / JV / Consortium (except Sl. No.11) Name of Applicant: (Name of member in case of a group/ JV/Consortium)

Sl. No.	Criteria	Yes	No
1	Has the Applicant abandoned any work in the last ten years Or has it been black listed by any Government Department/Bank or has any of his contract terminated for failure to perform?		
2	Has the Applicant been involved in frequent litigations in the last ten years ending 30 June 2015.		
3	Has the Applicant delayed any work in the last ten years ending 30 June 2015 by more than 25% of the original period of completion due to his default?		
4	Has the Applicant suffered bankruptcy / insolvency?		
5	Has the Applicant been blacklisted by any organization?		
6	Has the Applicant been penalized <i>by a liquidated damage more than 5% of the contract value in a contract for poor quality of work in the last ten years?</i> (Ending 30 June 2015)		
7	Has any misleading information been given in the application?		
8	Is the average Net Worth in last three years of the applicant positive? (as per the latest audit accounts)		
9	Has the applicant certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid? (Verification Statement No.28).		
10	Has the Applicant submitted duly filled verification statement no. – 29		
11	<p>(a) Has the Applicant or Group / Consortium / JV or its members individually or jointly as member of other Consortia in their respective roles carried out design, manufacture, supply, testing, commissioning & Integration of a minimum of 200 nos. of stainless steel / aluminium cars with similar features including traction propulsion system, ATP/ ATO systems etc. in the preceding 10 years ending 30th June 2015 (see Note no.2 also). At least 50% of the above 200 cars should have been supplied and proven in service for a period of 5 years or more (ending 30th June 2015) ,in India or in a country other than the country of manufacture.</p> <p style="text-align: center;">OR,</p> <p>(b) Has the Applicant or Group / Consortium / JV or its members individually or jointly as member of other Consortia in their respective roles manufactured as well as supplied at least 300 nos. of stainless / Aluminium cars with similar features including traction propulsion system, ATP/ ATO systems etc. in the preceding 10 years (ending 30th June 2015) within India. At least 50% of the above 300 cars should have been supplied and proven in service for a period of 3 years or more (ending 30th June 2015) in India.</p> <p>Note:- The applicant Individual or member of a consortium /JV who has manufactured and tested successfully the cars in their manufacturing facility located</p>		

	in India will be considered eligible for full supplied quantity and scope of cars. The bidder as individual or consortium member must have integration of sub-system of Rolling Stock or with other contractors viz., signalling, telecom, trackwork and power supply.		
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Notes:1. All applicants are to satisfy the above requirements. In case of Group / Joint venture / Consortium, each Individual must satisfy the “ELIGIBILITY CRITERIA OF APPLICANTS – CHECK LISTS’, except serial number 11. (Evaluated on the basis of information submitted by Applicant in Annexure 1,1A, 2 and answers to Questionnaire).

A “YES” answer to any of the questions from SI.No.1 to 7 and a “NO” answer to any of the question under SI.No.8 to 11 will disqualify the Applicant.

2. In case of Group/Joint venture / Consortium, for the criteria at Sl. No. 11(a), the evaluation will be carried out in totality and not as individual applicants. However .it is to be noted that the minimum 200 nos. of complete cars will be considered for each individual / member in the respective roles of design & manufacture, assembly and supply. For example in a consortium, if Member A has expertise in design and manufacture of car bodies, bogies and other mechanical equipments, Member B has expertise in design and manufacture of traction propulsion and control equipments, Member C has expertise in complete integration of all subsystems and equipments, and so on, then each Member A, B, C should have carried out the aforesaid nature of work for a minimum of 200 cars with comparable features and of similar complexity during the last 10 years and 50% of which must be in service for 5 years in India or in country other than the country of origin.
3. It may be further noted that the above condition in Note 2 will not apply to the consortium member established in India under the Indian laws, provided the other members of the consortium satisfy the criteria as laid down.
4. In case the Applicant does not have experience in design & manufacture of stainless steel car bodies, as stipulated in sl. No.11(a) and note 2, its experience in design & manufacture of car bodies of Aluminum may be considered for qualification of eligibility criteria only. .

SIGNATURE OF TENDERER

(B) FINANCIAL STANDING

The Tenderer is required to submit all necessary documentary evidences as specified in this eligibility criteria documents. The assessment for the Financial Standing is either PASS or FAIL.

TOPIC NO.	ASSESSMENT TOPIC	PASS/ FAIL
	Financial Standing	
T ₁	Liquidity (Banking Reference If any) (≥1000Million INR = PASS)	
T ₂	Profitability (2 out of last 5 years positive = PASS)	
T ₃	NOT USED	-
T ₄	Average Annual Turnover ≥ 90 Million USD = PASS	
	RESULT	PASS / FAIL

To be evaluated on the basis of submission made against Annexure 5, and answer to Q17c.....also answer to Questionnaire.

In case of Group / Joint venture / Consortium, the evaluation against the individual assessment topic will be done based on :

Sl. No	Particulars	For topic No.
i)	Percentage participation of each JV member (Min 40% for lead partner and 25% for others)	T1, T2, & T4

Note: Each member of the group should, individually, submit audited balance sheet for each year and other documents as required in this Financial Standing duly certified by the Chartered Accountant.

(C) BASIS FOR EVALUATION

Basis of Award

The purpose of the weighting system is to be able to put the Applicants into a “pecking order” of capability. The award would be based on the response of the Applicant to the Questionnaire. It must be appreciated that the answer to some Topics are a “Yes” or “No”, which otherwise means PASS or FAIL

Financial Standing

T₁ Liquidity:

It is necessary that the Firm in case of Joint Venture can withstand the Cash Flow Criteria that the contract will require until payment received from Employer.

It is absolutely essential that the applicant has the necessary liquidity to withstand the cash flow that the contracts will require until payment is received from KMRCL. Liquidity as such will be the key evaluation criteria. This will be arrived at from the latest (Audited Balance Sheet and from Banking references.) financial statement.

This can be seen from the balance sheets and from the banking reference, if required / applicable. Net current assets {(Current assets + loans & advances) – (current liabilities + provision)} for the last financial year (Pro-Forma Section 5, Annexure 5 of the Pre-Qualification Documents), documents including current documents banking reference if required / applicable, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of Rs. 1000 million for this contract, net of applicant’s commitments for other Contracts.

Adequate liquidity (PASS) = ≥ Rs 1000 Million

Inadequate Liquidity (FAIL) = <Rs 1000 Million

T₂ Profitability:

The same condition applies as in T1, taken from the Balance sheets (From Annexure 5):

Earnings before tax but after interest, positive in 2 years out of last 5 years = PASS

Otherwise = FAIL

T₃ Net Worth:

NOT USED

T₄ Average Annual Turnover for the last five years of the company (in terms of USD adjusted to 31st March 2014 by assuming 2% escalation per year) (From Question No. 17c)

≥\$ 90 Millions = PASS

Otherwise = FAIL

(D) SUMMARY OF EVALUATION OF ELIGIBILITY CRITERIA

An applicant would pass Eligibility Criteria, if he meets both the following requirements:

- (1) Pass the Eligibility Criteria checklist (A)
- (2) Pass the Financial Standing assessment (B)

QUESTIONNAIRE

CONTENTS OF EACH SECTION

SECTION NUMBER	CONTENTS OF EACH SECTION	REMARKS
1.	<u>Pro-Forma – General</u> Letter of Application	Pro-forma letters will be found on page ITT-4/2 and ITT-4/3 of this document.
	Completed Questionnaire	The Questionnaire is found from pages ITT-4/14 to ITT-4/36 inclusive in this document.
2.	<u>Pro-forma - Section 2</u> Memorandum and Articles of Association, or Partnership Deeds	A copy in English of the Memorandum and Articles of Association (or equivalent) for an incorporated applicant (or, in the case of a group, for each corporation forming a part of the applicant)/partnership Deeds.
	Documents relating to a Group / joint venture/ Consortium (a) Statement of participation from constituent members. (b) Details of previous collaborations. (c) Specimen Group/Joint venture /Consortium Group agreement and/or other documents establishing or intending to establish the formation of such group. (d) Details of proposed equity/other participation and areas of specialization.	A pro-forma statement of participation to be completed by each member as given in the Questionnaire.
	Particulars of the authority which empowers the person or persons signing the letter of application, (and if appropriate, the statement of Participation from constituent members of groups) to represent the applicant.	KMRCL wishes to ensure that applications are submitted under the signature(s) of persons who are authorized to represent the applicant. Accordingly, attested copies of such documents as powers of attorney, signed minutes of board meetings confirming board resolutions, current published lists of executive directors, etc should be submitted.
3.	<u>Pro-forma - Section 3</u> Documents relating to performance, current contracts, relevant experience.	The following documents should be submitted in respect of each constituent, whether applying individually or as part of a Group / Joint venture / Consortium: 1. Details in support of statements in the Questionnaire or annexes thereto, which relate to performance, current contracts and relevant experience. 2. Audited copy certified by Chartered Accountant for Annual financial turnover of last 5 years for the company.
4.	Not used	
5.	<u>Pro-forma - Section 5</u> Documents relating to ownership and control of an applicant (or, in	Details shall be submitted giving full details of the ownership and control of the applicant (or, in

SECTION NUMBER	CONTENTS OF EACH SECTION	REMARKS
	the case of a Group / Joint venture/ Consortium, each constituent member)	the case of a Group / Joint venture/Consortium, each constituent member).
	Documents relating to the financial condition of an applicant (or, in the case of a Group/ Joint venture/Consortium, each constituent member)	<p>The following documents should be submitted in respect of each constituent, whether applying individually or as part of a Group / Joint venture/Consortium:</p> <ol style="list-style-type: none"> 1. Audited accounts for each of the last five full accounting periods together with their Auditor's Certificate. Such accounts shall include the Profit and Loss statement and the Balance Sheet. 2. A financial statement covering the period between the ends of the last full accounting period. This statement should indicate all significant financial matters subsequent to the end of the last full accounting period. Additionally, the financial statement should indicate any significant off balance sheet liabilities, including contingent liabilities. The financial statement should be signed by the Managing Director or Company Secretary of the respective company.
	Document relating to the holding or parent company of an applicant (or, in the case of group, each constituent member).	If an applicant (or member of a Group / Joint venture/Consortium) is wholly or significantly owned by a holding or parent companies, the information relating to audited accounts and financial statement (as describe above) shall be provided for such intermediate or ultimate holding or parent companies. This information shall be provided in respect of all applicants, whether applying individually or as group together with Auditor's certification.
	Document including banking reference if any and if applicable to demonstrate that the applicant has the liquidity to meet the requisite cash flow, after meeting requirements for known commitments	In respect of all applicants (whether applying individually or as part of a Group / Joint venture/Consortium) and all holding or parent companies thereof, a bankers reference, if required / applicable (in English) should be provided to meet the T1 – liquidity criteria from the applicant's or company's principal bank in its country of incorporation or registration. Such reference should indicate the financial standing of the applicant and access to lines of credit of other financial resources. Banking reference should also contain in clear terms that in case LOA is issued to the applicant, Bank will be in a position to lend Rs. 1000 million for this work to the applicant.
6.	Not used	

QUESTIONNAIRE

Notes:

1. Each page of the Questionnaire and contents of Sections shall be signed by the Applicant.
2. This entire Questionnaire pro-forma shall be completed in all respects.
3. Questionnaire pro-forma relating to the various sections shall be incorporated in the respective sections (i.e. Pro-forma section 2 (replies to questions 9 to 17) will be included in the contents of section 2.)
4. In the box

Y	N
---	---

, 'Y' denote Yes and 'N' denote No. Please tick (✓) mark whichever is applicable.
5. The Tender Document submitted shall be numbered sequentially and the page number of each answer should be noted against the respective item below.

PRO-FORMA SECTION I- GENERAL

1.	Number of Tender for which Eligibility Criteria is sought: <p style="text-align: center;">Tender No RS(3R)</p>
2.	Title of Tender for which Eligibility Criteria is sought: DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND INTEGRATION OF PASSENGER ROLLING STOCK.(ELECTRIC MULTIPLE UNITS) AND TRAINING OF PERSONNEL.
3.	State the structure of the applicant's organisation (applicants to complete/delete as appropriate) Individual company or firm Joint venture Group Consortium Other (please specify)
4.	For applicants who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, non-incorporated business, etc.) Registered address: Principal place of business: Country of incorporation or domicile: Contact person: Contact person's title:

	Address, telephone and facsimile number of contact person:																				
5.	For applicants who are in joint venture / consortium / Group, or other association. State the following: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Names of members (lead member first):</th> <th style="width: 25%;">Legal status:</th> <th style="width: 25%;">Registered address and principal place of business:</th> <th style="width: 25%;">Country of Incorporation or Domicile.</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>(2)</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>(3)</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>(4)</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <div style="margin-top: 10px;"> Contact person (from lead member) Contact person's title: Address, telephone, and facsimile number of contact person: </div>	Names of members (lead member first):	Legal status:	Registered address and principal place of business:	Country of Incorporation or Domicile.	(1)	(2)	(3)	(4)
Names of members (lead member first):	Legal status:	Registered address and principal place of business:	Country of Incorporation or Domicile.																		
(1)																		
(2)																		
(3)																		
(4)																		
6.	For the applicant, (in case of a group, for each constituent member), state the following information: (a) Date of incorporation of organisation. · (b) Names and titles of Directors or partners. · (c) Has the company or firm ever failed to complete any contract for design supply and manufacturing of rolling stock awarded to it in last 10 years? If Yes give explanation. <table border="1" style="float: right; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> (d) Is the firm or company involved or financially interested in any other business not directly associated with the area of work for which Eligibility Criteria is sought? If Yes give details. <table border="1" style="float: right; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> (e) Does the company or firm have an office or branch office in India? If so, provide address(es) <table border="1" style="float: right; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> (f) Applicants are to present this information on sheets which are to be clearly referenced as being in response to this Question 6.	Y	N	Y	N	Y	N														
Y	N																				
Y	N																				
Y	N																				
7.	Does your company (In case of a Group / Joint venture/Consortium, each constituent member) combine all functions of a designer with those of manufacturer? Please elaborate. <table border="1" style="float: right; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table>	Y	N																		
Y	N																				

					
8.	<p>In case of International applicants (only for information)</p> <p>(i) Is there willingness to associate an Indian Partner</p> <p>(ii) Has an association been formed with an Indian partner for the indigenous manufacture of some items and the assembly. If yes, provide list of disciplines / products</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Details on Association with Indian Partner for indigenous manufacture should include:</p> <p>(a) Details of the Indian Partner, if any</p> <p>(b) Memorandum of understanding, if any</p> <p>(c) Data to support capacity of the Indian Partner to indigenously manufacture the items and the assembly.</p> <p>If not, give reasons.</p> <p>.....</p> <p>.....</p> <p>.....</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> </table>	Y	N	Y	N
Y	N					
Y	N					

PRO-FORMA SECTION 2

9.	<p>Does Section 2 contain Power of Attorney which empowers the person or persons to sign and submit the letter of application on behalf of the applicant and, if applicable, the statements of participation on behalf of all constituent members of the Group / Joint venture/Consortium?</p> <p>If not, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N				
Y	N							
10.	<p>In the case of an incorporated applicant (or constituent members who are incorporated) does Section 2 contain copies, in English, of the Memorandum and Articles of Association or equivalent expression of corporate capacity?</p> <p>If not, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N				
Y	N							
11.	<p>In the case of applications from Group / Joint venture/Consortium, does Section 2 contain statements of participation in the form appearing in the Eligibility Criteria Brochure for each member?</p> <p>In the case of groups have you enclosed a MOU signed by each member that they will be jointly and severally responsible for the entire work?</p> <p>If not, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N	Y	N		
Y	N							
Y	N							
12.	<p>Have there been previous collaborations between constituent members?</p> <p>If Yes, give details.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N				
Y	N							
13.	<p>In the case of applications from groups, does Section 2 contain copies of the MOU, group agreements or other documents establishing or intending to establish the formation of such a group?</p> <p>If not, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N				
Y	N							
14.	<p>In the case of applications from groups, does Section 2 contain details of:</p> <ul style="list-style-type: none"> · Proposed equity participation as well as % participation (share) of each constituent member for the proposed work? <p>Areas of specialisation/responsibility of each member for the proposed work?</p> <p>Extent of participation (including of use of major plant and key personnel) by each member for the proposed work.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> <tr> <td>Y</td> <td>N</td> </tr> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N	Y	N	Y	N
Y	N							
Y	N							
Y	N							

PRO-FORMA SECTION 3

15.	<p>State the number of years the applicant (or each constituent member) has been in business under the business name appearing in the answer to question 4 or 5 above.</p> <table border="1"> <thead> <tr> <th data-bbox="240 421 954 465">Name</th> <th data-bbox="954 421 1449 465">No. of years</th> </tr> </thead> <tbody> <tr> <td data-bbox="240 472 954 517">(1)</td> <td data-bbox="954 472 1449 517">.....</td> </tr> <tr> <td data-bbox="240 524 954 568">(2)</td> <td data-bbox="954 524 1449 568">.....</td> </tr> <tr> <td data-bbox="240 575 954 620">(3) etc.</td> <td data-bbox="954 575 1449 620">.....</td> </tr> </tbody> </table>	Name	No. of years	(1)	(2)	(3) etc.
Name	No. of years								
(1)								
(2)								
(3) etc.								
16.	<p>State the number of years the applicant (or each constituent member) has been undertaking work similar in scope and nature to the works for which Eligibility Criteria is sought.</p> <table border="1"> <thead> <tr> <th data-bbox="240 801 954 846">Name</th> <th data-bbox="954 801 1449 846">No. of years</th> </tr> </thead> <tbody> <tr> <td data-bbox="240 853 954 898">(1)</td> <td data-bbox="954 853 1449 898">.....</td> </tr> <tr> <td data-bbox="240 904 954 949">(2)</td> <td data-bbox="954 904 1449 949">.....</td> </tr> <tr> <td data-bbox="240 956 954 1001">(3) etc.</td> <td data-bbox="954 956 1449 1001">.....</td> </tr> </tbody> </table>	Name	No. of years	(1)	(2)	(3) etc.
Name	No. of years								
(1)								
(2)								
(3) etc.								

17a	<p>Performance Record. Applicants should scrutinise the contract description contained in this Eligibility Criteria of Applicants Check List Brochure and compile a list showing their previous experience of similar contracts completed during the last ten years. Experience must show capability of full integration of sub-systems with manufacture of modern lightweight coach body, manufacture of bogies with air-bag suspension, three phase motor drives having VVVF control, regenerative braking system, Electric Multiple Unit /Metro Train operation ATP/ATC safety system etc. Further information and literature associated with vehicle performance and reliability, together with technology transfer achieved on previous contracts, experience in supervision of maintenance and relevant experience of the applicant and each constituent member and clearly referenced shall be enclosed in Section 3. All material should be clearly referenced as being in response to this Question 17a.</p> <div style="text-align: right; margin-bottom: 10px;"> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> </div> <p>(i) Do you (and each constituent member of the group) authorise KMRCL to make enquiries with any of the Clients listed by the Applicant?</p> <div style="text-align: right; margin-bottom: 10px;"> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> </div> <p>(ii) Have you (and each constituent member of the group) provided details required in Annexure 1 and 1A for similar Contracts completed in the last ten years.</p> <p>(Use a separate sheet for each Contract and include in the Questionnaire)</p>	Y	N	Y	N																																								
Y	N																																												
Y	N																																												
17b	<p>Works on Hand: Applicant or each constituent member should indicate in the form below details for each similar contract / commitment which is not yet completed or for which letter of intent or acceptance has been received. : (Applicants are to present this information in the format shown below but on sheets which are to be included in the Questionnaire).</p> <p>Have you (and each constituent member of the group) provided details required in Annexure 2?</p> <div style="text-align: right; margin-bottom: 10px;"> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> </div> <p>(Use a separate sheet for each Contract and include in the Questionnaire)</p>	Y	N																																										
Y	N																																												
17c.	<p>Annual financial turnover for the five years ending 31.3.2015 (in terms of USD adjusted to 31.3.2014 by assuming 2% escalation per year), along with audited copy certified by Chartered Accountant for Annual financial turnover for Applicant or each member of the Group / Joint venture / Consortium of last 5 years for the company.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="3" style="width: 15%;">Financial Year</th> <th colspan="5" style="text-align: center;">Annual financial Turnover</th> <th rowspan="3" style="width: 15%;">Remarks</th> </tr> <tr> <th colspan="4" style="text-align: center;">Contract Details</th> <th rowspan="2"></th> </tr> <tr> <th style="width: 10%;">Contract Sl. No.</th> <th style="width: 15%;">Currency & Value</th> <th style="width: 15%;">Value in USD</th> <th style="width: 15%;">Escalated as on 31.3.2014</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">2010-11</td> <td style="text-align: center;">1</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">2</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">3</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">4</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Annual financial Turnover					Remarks	Contract Details					Contract Sl. No.	Currency & Value	Value in USD	Escalated as on 31.3.2014	2010-11	1							2							3							4					
Financial Year	Annual financial Turnover					Remarks																																							
	Contract Details																																												
	Contract Sl. No.	Currency & Value	Value in USD	Escalated as on 31.3.2014																																									
2010-11	1																																												
	2																																												
	3																																												
	4																																												

		.					
		.					
		.					
	2011-12	1					
		2					
		3					
		4					
		.					
		.					
		.					
	2012-13	1					
		2					
		3					
		4					
		.					
		.					
		.					
	2013-14	1					
		2					
		3					
		4					
		.					
		.					
		.					
	2014-15	1					
		2					
		3					
		4					
		.					
		.					
		.					

Note: The above information need to be certified by Chartered Accountant.

ANNEXURE 1 (for completed contracts in last Ten Years)

APPLICABLE FOR ALL APPLICANTS

TO BE PROVIDED BY EACH MEMBER IN CASE OF A GROUP / JOINT VENTURE / CONSORTIUM EXCEPT TRADING COMPANIES.

Name of the Applicant: (Name of member in case of a group), Sl. No.

Project Title:	Location:	
Brief scope of work including number and types of coaches:	Address:	
Client:		
Client's Representative:	Tel.:	
Type of Contract:		
Contract Amount in respective Currencies:		
Was an Indian Government standard form of contract used? If Yes, give details:	<input type="checkbox"/> Y	<input type="checkbox"/> N
Was an international standard form of contract used? If Yes give details:	<input type="checkbox"/> Y	<input type="checkbox"/> N
Was the work carried alone or as a member of the Group / Joint venture/Consortium?	<input type="checkbox"/> Y	<input type="checkbox"/> N
If a group, indicate (i) percentage participation (ii) area(s) of participation	<input type="checkbox"/> Y	<input type="checkbox"/> N
(a) Design & Manufacture of Car body and mechanical equipments (a)	<input type="checkbox"/> Y	<input type="checkbox"/> N
(b) Design & Manufacture of Bogie & equipments (b)	<input type="checkbox"/> Y	<input type="checkbox"/> N
(c) Design and manufacture of Traction propulsion and control equipments (c)	<input type="checkbox"/> Y	<input type="checkbox"/> N
(d) Integration of all sub-systems and equipments (d)	<input type="checkbox"/> Y	<input type="checkbox"/> N
(e) Others, if any, please specify		
Date of Award of Contract (Enclose copy of Contract agreement)	<input type="checkbox"/> Y	<input type="checkbox"/> N

Date work commenced:	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N	
Y	N			
Original Date of completion as per	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N	Contract:
Y	N			
Actual Date of completion :	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N	
Y	N			
Was the date of completion given in _____ the original contract extended?				
If yes, Extended date of completion :				
i) Contractor's default		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N
Y	N			
ii) Employer's default				
iii) Was the work abandoned?				
iv) Others, if any please specify;				
Were any penalties imposed For delay?	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N	Did the applicant go in for Arbitration?
Y	N			
If yes, give details.		If yes, give details.		
Were any penalties imposed for poor quality of work?	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N	Did the applicant go in for Litigation?
Y	N			
If yes, give details.		If yes, give details.		
Contract Value as on 31. 03.2014 prices in Rupee equivalent, assuming 10% inflation for Indian Rupees and 2% for foreign currency portion every year (Exchange rate assumed to be specified): Details of work undertaken:				
Were Quality Assurance obligations required in the contract?		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N
Y	N			
If yes, whether they were fulfilled?		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N
Y	N			
Were specified performance requirements of rolling stock achieved?		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%; text-align: center;">Y</td> <td style="width: 50%; text-align: center;">N</td> </tr> </table>	Y	N
Y	N			

<p>If yes, please give details of reliability in terms of Mean Kilometres Between Failures (MKBF) and Availability of Rolling Stock, in terms of %, achieved during warranty period or three years from the date of commissioning whichever is longer.</p> <p>NOTE: "Failure" means mal – functioning of any component / equipment of Rolling Stock resulting in late arrival of the train at the destination by more than 3 minutes than the schedule or cancellation of services.</p> <p>If No, give reasons</p>			
<p>Has the applicant (or any member of a group) been blacklisted by a client?</p> <p>If Yes, Why?</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N		
<p>Has the applicant been declared insolvent</p> <p>If Yes, give details</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N		
<p>Has the applicant been declared bankrupt</p> <p>If yes, give details</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N		
<p>Was there any complaint received from the client relating to the performance of the Rolling Stock?</p> <p>If yes, give details.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N		
<p>Was the warranty clause invoked by the client?</p> <p>If yes, give details.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N		
<p>Did the arrangements/facilities exist to rectify defects during warranty period?</p> <p>If yes, give details including the location of facilities.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N		

Did technology transfer a part of the contract? If yes, what was the time frame?	<table border="1"><tr><td data-bbox="1318 210 1378 295">Y</td><td data-bbox="1378 210 1439 295">N</td></tr></table>	Y	N
Y	N		
Project Description including training and maintenance details.			
BANKING LIMIT : One for each contract (For Banking reference)			

ANNEXURE 1A

Name of Applicant (Name of member in case of a group):

SUMMARY OF INFORMATION PROVIDED IN ANNEXURE-1 (to be provided by each member in case of a Group / Joint venture / Consortium except Trading Companies)

S. No. Of Contracts Completed in last 10 years	Date of award of Contract	Commencement Date	Original Completion date	Extended date of completion, if any	Reason for extension	Number of coaches supplied of each type:				Number of Contracts for which contractors went for		Number of months by which Contract was delayed i.e., completed beyond the original date of completion, if applicable	Total value of contract (in rupee equivalent) as on 31.03.2015	Was the Applicant blacklisted by any client (Yes/No)	Was any penalty imposed due to poor quality (Yes/No)	Was Supervision Of Maintenance a part of Contract? (Yes/No)
						A	B	C	D	Litigation	Arbitration					
TOTAL																

ANNEXURE 2 (for Works on hand) To be provided by all applicants and by each member in case of a Group / Joint venture/Consortium except Trading Company.

Name of Applicant: (Name of member in case of a Group / Joint venture/Consortium).																		
Applicants (each member of the Group / Joint venture / Consortium) 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 in following format																		
Sl. No.	Contract	Client with telephone	award of Contract	No. of Coaches to be supplied of each type A : Driving Trailer Car B : Non-Driving Trailer C : Motor Car D : Driving Motor Car				Contract Value			No. of Coaches supplied of each type up to 31.03.2015. A : Driving Trailer B: Non-Driving Trailer C : Motor Car D : Driving Motor Car				Value of balance work yet to be done in Rupee equivalent as on 31.03.2015 (Assume inflation as given in Annexure 1)	Did the Applicant go for Arbitration? If yes, give details	Did the Applicant go for Litigation? If yes, give details	Estimated Completion date
								In respective Currencies	Exchange Rate	Rupee Equivalent as on 31.03.15 (Assume inflation as Annexure 1)								

PRO-FORMA SECTION 4 – NOT USED

PRO-FORMA SECTION 5

18 to 21	Not used
22.	Include in Section 5 details of ownership and control of applicant, or if a group, of each constituent member.
23.	<p>Have you in Section 3 provided documents, including banking reference if required / applicable, to demonstrate that you have access to, or have available, liquid assets, lines of credit and other financial means, as per requirement of JV individually, i.e. lead member to meet min. 40% and other partners not less than 25%. Have sufficient to meet cash flow of Rs. 1000 million of the proposed contract net of your commitments for other contracts.</p> <p style="text-align: right;"><input type="checkbox"/> Y <input type="checkbox"/> N</p> <p>Do you authorise KMRCL to make enquiries with any of the Banks you listed in this application?</p> <p style="text-align: right;"><input type="checkbox"/> Y <input type="checkbox"/> N</p> <p>Have you provided Annual Reports of the Applicant (and of each constituent member in the case of a group) for each of the last five years and also information given in Annexure 5.</p> <p style="text-align: right;"><input type="checkbox"/> Y <input type="checkbox"/> N</p>

ANNEXURE 5

Sl. No	Financial Information in Rupee equivalent	Actual for Previous five years ending 2010-11															Projection for the current financial year 2015-16			
		Financial Year 2010-11			Financial Year 2011-12			Financial Year 2012-13			Financial Year 2013-14			Financial Year 2014-15			In Respective currencies	Exchange rate	Rupee equivalent	
		In Respective currencies	Exchange rate	Rupee equivalent	In respective currencies	Exchange rate	Rupee equivalent	In Respective currencies	Exchange rate	Rupee equivalent	In Respective currencies	Exchange rate	Rupee equivalent	In Respective currencies	Exchange rate	Rupee equivalent				
1.	Total Assets																			
2.	Current Assets																			
3.	Loans & Advances																			
4.	Total Liabilities																			
5.	Current Liabilities																			
6.	Provision																			

7.	Profit Before Interest and Tax																		
8.	Profit before Tax but after interest																		
9.	Profit after Tax																		
10.	NOT USED																		
11.	Total Debt (including Current Liabilities) /Total Equity (including Preference capital)																		

This information should be submitted by all applicants and individually by all members in case of JV / Consortium, extracted from Audited Balance sheet. (The information should be duly certified and signed by the qualified Chartered Accountant)

PRO-FORMA SECTION 6

<p>24.</p>	<p>Do you intend, in case of being invited to tender, to engage the services of an independent professional designer for the purposes of undertaking the design of the Rolling Stock or sub-systems?</p> <table border="1" data-bbox="1305 387 1442 450"> <tr> <td data-bbox="1305 387 1378 450">Y</td> <td data-bbox="1378 387 1442 450">N</td> </tr> </table> <p>If yes, provide the name or names of potential professional designers and the extent of their participation.</p> <p>Further details and literature should be enclosed in Section 6, clearly referenced as being in response to this Question 24.</p>	Y	N
Y	N		
<p>25.</p>	<p>Do you intend, in case of being invited to tender, to share with other manufacturers any part of the work?</p> <table border="1" data-bbox="1305 801 1442 864"> <tr> <td data-bbox="1305 801 1378 864">Y</td> <td data-bbox="1378 801 1442 864">N</td> </tr> </table> <p>If yes, in Section 6 provide the name or names of other manufacturers and the extent of their participation, clearly referenced as being in response to this Question 25.</p> <p>Provide details of all sub-systems and their Design and manufacturer's names that will be designed in house under (a) to (n) given below:</p> <ul style="list-style-type: none"> a) Saloon door systems b) Saloon / cab air conditioners c) Brake system & Compressors d) Bogie suspension items e) Bogie wheelsets & Bearings f) Couplers g) Gangways h) High Voltage equipments i) Current collector assemblies j) Communication system k) TIMS l) Lighting system m) Flooring n) Propulsion System o) Batteries p) All type of glasses q) All types of seats, saloon and furnishing 	Y	N
Y	N		
<p>26a.</p>	<p>Applicants are to include in Section 6 information relating to the availability of major manufacturing plants for this work.</p> <p>Applicants or each constituent member thereof should provide in Section 6 information on the number, location and products of manufacturing plant and Design Offices that they own or operate</p>		

	<p>that could be used for this contract.</p> <p>Provide similar information for manufacturing plants available in India</p> <p>Provide information on the test facilities used for proving the performance and quality of your manufactured rolling stock.</p>
26b.	<p>Quality Assurance Programme:</p> <p>Do Applicants or each constituent member currently maintain an in-house Quality Assurance Programme?</p> <p style="text-align: right;"><input type="checkbox"/> Y <input type="checkbox"/> N</p> <p>If yes, give details.</p>
26c.	<p>Are you (or each constituent member in the case of a group) ISO 9000,/9001/ 9002certified?</p> <p style="text-align: right;"><input type="checkbox"/> Y <input type="checkbox"/> N</p> <p>If yes, give details.</p> <p>Do you have cost control mechanism in your organisation?</p> <p style="text-align: right;"><input type="checkbox"/> Y <input type="checkbox"/> N</p>

27. Conflict of Interest

The Applicant (including all members of a joint venture) shall not be one of the following:

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

Tick as appropriate

<p>Applicant’s confirmation – conflict of Interest</p> <p>None of the above circumstances apply</p> <p>If the answer is No, then it may be explained as to how this will be dealt with</p>	<input type="checkbox"/> Y <input type="checkbox"/> N
<p>Member 1 Confirmation</p> <p>None of the above circumstances apply</p> <p>If the answer is No, then it may be explained as to how this will be dealt with.</p>	<input type="checkbox"/> Y <input type="checkbox"/> N

<p>Member 2 Confirmation</p> <p>None of the above circumstances apply</p> <p>If the answer is No, then it may be explained as to how this will be dealt with.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> </tr> </table>	Y	N
Y	N		
<p>Member 3 Confirmation</p> <p>None of the above circumstances apply</p> <p>If the answer is No, then it may be explained as to how this will be dealt with.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> </tr> </table>	Y	N
Y	N		
<p>Parent's Confirmation</p> <p>None of the above circumstances apply</p> <p>If the answer is No, then it may be explained as to. how this will be dealt with</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> </tr> </table>	Y	N
Y	N		

VERIFICATION STATEMENT

28.	<p>I confirm and declare that no agent, middlemen or any intermediary has been or will be, engaged by me to provide any services, or any other item or work related to the award and performance of this Contract. I 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 by me and that the tender price will not include any such amount.</p> <p>Signed. (to be signed by applicant and each member of the Group / Joint venture/Consortium) Date:</p>
29.	<p>Applicants are to verify that the information contained in this completed Questionnaire, any annex thereto and all supporting and explanatory information is, to their best knowledge and belief, truthful and exact.</p> <p>By virtue of my signature below, I confirm to my best knowledge and belief the information contained in this questionnaire and sections, any annex thereto and all supporting and explanatory information is truthful and exact.</p> <p>Signed:</p> <p>(Same signatory as on letter of application) Date:</p>
30.	<p>Applicants are to verify that the Tender for the Contract in their own name and at the same time as a part of JV, Group or Consortium has not been submitted.</p> <p>By virtue of my signature below, I confirm and verify to my best knowledge and belief that</p> <p>(a) the Tender for this Contract has not been submitted in our own name and at the same time as a part of JV, Group or Consortium, and</p> <p>(b) the Tender for this Contract has not been submitted by us as part of more than JV, Group or Consortium.</p> <p>The information contained in this questionnaire is truthful and exact.</p> <p>Signed:</p> <p>(to be signed by applicant and each member of the Group / Joint venture/Consortium) Date:</p>

31.	<p>Applicant and each member of the group (JV Consortium) shall verify, confirm & declare about bankruptcy/insolvency in last ten years i.e. after 31.03.2005.</p> <p>By virtue of my signature below, I confirm and verify to my best knowledge and belief that Bankruptcy/insolvency has not been suffered by the company represented by me for submitting tender against this tender in the last 10 years.</p> <p>Signed : _____</p> <p>(to be signed by applicant and each member of the group)</p> <p>Date : _____</p>
-----	--

NOTE: The exchange rate, wherever mentioned, in this questionnaire shall be taken as the 'Bill Selling Rate of Exchange of the currencies at the close of business of the State Bank of India', applicable on the respective date.

- End of Eligibility Criteria Documents Submission

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND
TRAINING OF PERSONNEL**

CONTRACT RS (3R)

Instructions to Tenderers

PRICING DOCUMENTS SUBMISSIONS

(To be Submitted with Technical Package with Prices left blank)

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND
TRAINING OF PERSONNEL**

CONTRACT RS (3R)

Instructions to Tenderers

Annexure ITT- 5

Instructions for Completing the Pricing Document

Annexure ITT- 5

Instructions for Completing the Pricing Document

A. General Requirements

- 1.1 This is a Fixed Lump Sum price Contract for Design, Manufacture, Supply, Testing, Commissioning and Integration of Passenger Rolling Stock (Electrical Multiple Units) and Training of Personnel (details of total number of cars, metro trains including configuration to be supplied are indicated in the Appendix FT-1 to Form of Tender) for Underground, Elevated and at Grade Sections of KMRC Network. The Tenderer shall quote his fixed lump sum price inclusive of all taxes (VAT), levies, duties, insurances and other charges leviable and payable to the authorities as in Appendix A.

The Tenderer shall be required to give in his tender offer a breakdown of his fixed Lump Sum price under each Schedule (X & Y) clearly giving the following:

- (a) Basic Custom duty on assemblies/components that go in the manufacture of trains and mock up, if any along with rate.
- (b) All other Custom related duties on assemblies/components that go in the manufacture of trains and Mock up, if any along with rates
- (c) Excise duty on completely assembled / manufactured trains and mockup, if any along with rate of Excise duty.
- (d) Custom duty on imported spares, Jigs, fixtures, special tools and diagnostic equipments etc. forming part of Cost Centre –G along with rate of Custom duty.
- (e) Excise duties on spares, Jigs, fixtures, special tools and diagnostic equipments etc. forming part of Cost Centre –G along with rate of Excise duty.
- (f) VAT on completely assembled / manufactured trains.
- (g) VAT on the indigenous finished Spares, Jigs, Fixtures, Special tools and Testing and Diagnostic equipments etc. forming part of Cost Centre G along with rate.
- (h) Octroi / Entry Tax (if any)
- (i) Other Levies/Cess etc. as applicable.
- (j) All types of Insurance

The successful Tenderer shall maintain complete records of duties, taxes, and levies etc payable to various authorities in respect of (i) completely assembled/ manufactured trains, (ii) spares appearing in Cost Centre G and works and submit the original receipts/documents along with bills to the Employer.

- 1.1.1 DELETED
- 1.1.2 DELETED
- 1.1.3 DELETED
- 1.1.4 DELETED

1.1.5 DELETED

1.2 Price Variation:

1.2.1 The Contract Price in the case of supply of Stainless Steel cars shall be adjusted for increase/decrease of the price of Labor, Stainless Steel, Carbon Steel, Copper and Fuel Oil as per the Price Adjustment Formula detailed below (Applicable to Schedule X and Y):

$$P_1 = P_0 \times \{ a + b \times (S_1 / S_0) + c \times (C_1 / C_0) + d \times (F_1 / F_0) + f \times (L_1 / L_0) + g \times (O_1 / O_0) \} - P_0$$

The Contract Price in the case of supply of Aluminium cars shall be adjusted for increase/decrease of the price of Labor, Stainless Steel, Carbon Steel, Copper and Fuel Oil as per the Price Adjustment Formula detailed below (Applicable to Schedule X and Y):

$$P_1 = P_0 \times \{ a + e \times (A_1 / A_0) + c \times (C_1 / C_0) + d \times (F_1 / F_0) + f \times (L_1 / L_0) + g \times (O_1 / O_0) \} - P_0$$

Where

P₁ Price Adjustment (increase/decrease) amount with respect to Schedule X & Y only in respective currency.

P₀ Contract value as per Schedule X & Y (in respective currency) after adjusting mobilisation advance.

a Fixed element weightage representing profit and overhead in contract price

b Estimated weightage of stainless steel component in contract price

c Estimated weightage of copper component in contract priced

d Estimated weightage of carbon steel component in contract price

e Estimated weightage of aluminium component in contract price

f Estimated weightage of labour component in contract price

g Estimated weightage for crude oil component in contract price.

(Where the sum of coefficients for stainless steel car is : $a+b+c+d+f+g = 1$ and for aluminium car is: $a+e+c+d+f+g = 1$)

The base date (suffix '0') shall be the date twenty eight (28) days prior to the Bid closing date. The date of adjustment (suffix'1') shall be the date 120 days before shipment of cars, for cost centres A, B & C and 28days before the date of submission of eligible bills for all other cost centres.

And;

L₀ , *L₁* Labour indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively (published by a credible government source or other labour/price index published by an international funding/financing agency relevant to the country/continent, independent of the tenderer.)

A₀, *A₁* Aluminium price indices of ALCOA on the base date and the date for adjustment, respectively

S₀, S₁ Stainless steel price indices published by CRU on the base date and the date for adjustment, respectively

C₀, C₁ Copper price indices published by LME on the base date and the date for adjustment, respectively

F₀, F₁ Carbon steel price indices published by CRU – SPI for North America, Europe and Asia as continent of origin, or Global as applicable, on the base date and the date for adjustment, respectively

O₀, O₁ Crude price – London Brent Crude oil price on the base date and the date for adjustment, respectively

- 1.2.2 The price adjustment shall be applied for every milestone payment whether there is increase or decrease of the apportioned amount for respective milestone number. No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the employer under the terms of the contract. No increase in prices on account of price variation shall be admissible for periods of delays not attributable to Employer. In case of decrease, the benefit shall be passed on to the Employer even for the delayed period.

If the currency in which apportioned amount for respective milestone number, Po expressed is different from the currency of the country of origin of the labour and /or materials indices, a correction factor will be applied to avoid incorrect adjustments of the contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

Total admissible price variation amount shall not be limited to the Contract Price.

- 1.2.3 The Employer reserves the right to order 25% additional cars of the same make up as the base order (i.e. DTC+MC+MC+MC+MC+DTC) or any other combination and will notify the Contractor of its intention to execute such an order within 78 weeks from LOA. The cost for such additional cars shall be at the same price as the base order per car without spares but adjusted as per the escalation formula.

The Employer will discuss this right to order 25% additional cars with the selected Contractor. If the Employer exercises the option to order 25% additional cars without spares, the KEY Dates for the increased quantities shall be as mutually agreed between the Contractor and the Employer. The payment schedule will be the same as the payment schedule for the base order, and will be made in continuation in accordance with the delivery. There would be NO DECREASE of the tendered quantity.

B. Apportionment of Fixed Lump Sum Price to Cost Centres & Milestones under Each Cost Centre

The whole of the Works including design is divided into two Schedules representing Supply and commissioning, each Schedule is further divided into various Cost Centres under Schedule X & Y. Each of these Cost Centres represents a major item associated with the Works. Cost Centres are named according to their general scope of Work.

The fixed Lump Sum price for the Works Appendix A (14 metro trains of configuration DTC+MC+MC+MC+MC+DTC) shall be apportioned by the Tenderer under two schedules X & Y. The apportioned amount for each Cost Centre will be further distributed among various

Milestones included in that Cost Centre, separately for foreign currency and for the Rupee portion.

The sum of amounts shown against Milestones in a Cost Centre is the Cost Centre Amount that is to be carried forward to the Tender Total. For Cost Centres that involve payment in foreign currency, the division of the respective Cost Centre Amounts between Columns A and B shall be shown in the said Summary.

The scope and extent of the Works are to be ascertained by reference to the Contract documents as a whole and shall not be limited in any manner whatsoever by the descriptions of the Cost Centres or of the Milestones under each Cost Centre, as given in the Appendices to the Pricing document.

The amount for Cost Centre G shall be the actual carried from Appendix G of the Pricing Document.

C. Statutory Clearance

The Contractor shall be solely responsible for all the statutory clearances including customs, excise, taxes, levies, octroi, transportation etc required for the successful execution of this contract.

D. Milestones Achievement Periods

The Milestones under each Cost Centre shall identify verifiable steps towards the completion of the Works within that Cost Centre. The Tenderer shall indicate the periods (in weeks from the NTP of the Works) within which he shall achieve each Milestone. Milestones that lead to the achievement of a Stage must meet the Key Dates as described in the Attachment to Appendix FT-1 of the Form of Tender. Milestones shall be converted to Calendar dates from that given as weeks from NTP.

E. Milestone Payment Schedule (MPS)

The MPS completed by the Tenderer shall strictly follow Appendix F of the Pricing Document.

F. Tender Total

- 1.1 The Tender Total submitted by the Tenderer shall be in the format shown in the Pricing document i.e. Appendix A of this Pricing Document.
- 1.2 The Pricing Document contains Cost Centres and Milestones under each Schedules X & Y. The Cost Centres and Milestones have been prepared to indicate the extent of detail required in the Tender. The Tenderer shall prepare and complete documents, in this format, as being his Tender and submit as part of the Financial Package.
- 1.3 The Pricing Document shall be completed and submitted by the Tenderer, as part of his Tender, should use an indexing and page numbering system such that its extent and completeness is clearly evident.

G. Cost Centre

- 1.1 Cost Centres and Milestones there under are fixed and shall not be changed by the Tenderer. These represent the major items of the Works for which the Employer will pay the Contractor, and the Tenderer shall ensure that he has allowed for all costs he requires for the Contract to be apportioned among the Cost Centres.
- 1.2 The Tenderer shall divide pricing of Cost Centres into Columns A and B, if payments in foreign currency are to be sought. Items of Cost Centres that apply in one currency only shall be given a NIL price in the other column.

H. Currency

Cost Centre amounts shall be indicated in Indian Rupees and in three (3) tradable foreign currencies as required.

- End of Pricing Document Submission -

**DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING AND
INTEGRATION OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS)
AND TRAINING OF PERSONNEL**

CONTRACT RS (3R)

Instructions to Tenderers

Annexure ITT- 6

TECHNICAL DOCUMENT SUBMISSIONS

Annexure ITT- 6

Requirements for Tenderer's Technical Proposals (forming FORM OF TENDER – APPENDIX FT-7)

1. The Tenderer's attention is drawn to Clause 1 of the General Conditions of Contract in which terms are defined.
2. The Tenderer's Technical Proposals shall be capable of complying with the Employer's requirements in all respects. The Tenderer's Technical Proposals shall establish the intended design and manufacturing technology, and be able to demonstrate clearly the Metro Train offered to KMRCL, based on the principles of proven design, as has been defined. (All proposals and submissions must also be submitted in electronic format, on CD, in native or compatible format with MS-Word, PDF, JPG and AutoCAD as applicable)
3. Technical Submission Envelope
 - i. Form of Tender with Prices left blank (also with Power of Attorneys and associated notarial certificate.)
 - ii. Appendices to Form of Tender including Appendices FT-1 to FT-8. For Appendix FT-2, Pricing Document, with the prices left blank.
 - iii. Certificate from the Tenderer that all the contents of the Tender Documents have been carefully examined by the Tenderer and all the pages of Tenderer's proposal have been initialled or stamped.
 - iv. Technical Submissions as per this Annexure ITT-6.
 - v. Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract.
4. Documents Required for Technical Evaluation (forming FORM OF TENDER – APPENDIX FT-7)

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

Volume 3: Employer's Requirements – General Specifications (Refer Appendix 9)

- i. Outline Project Management Plan
- ii. Sub-Contractor/Vendor List
- iii. Outline Interface Management Plan
- iv. Outline Works Management Plan
- v. Outline Quality Assurance Management Plan
- vi. Outline System Safety Assurance Management Plan
- vii. Outline Reliability, Availability and Maintainability Assurance Management Plan
- viii. Outline Site Safety Management Plan

- ix. Outline Software Quality Assurance Management Plan
- x. Outline Environmental Management Plan
- xi. Outline Inspection, Testing, Commissioning and Integration Management Plan
- xii. Training Proposal
- xiii. Proposal for Use of Site and Site Management

Volume 3: Employer's Requirements – Technical Specifications (Refer Chapter 25)

- xiv. Technical Capability of Manufacture of Cars in India
- xv. Service Experience of Cars and Equipments
- xvi. Tenderer's Detailed Technical Proposal (Clause by Clause Commentary)
- xvii. Deviations (Clause by Clause Compliance)
- xviii. Design Parameters - Design Data of Cars and Equipments
- xix. Design Details Including Drawings
- xx. Proposed Works Program
- xxi. Proposed Design Submission Program
- xxii. Other Submissions under the Tender Documents

5. Technical Capability of Manufacture of Cars in India

For manufacture of cars in India, the Tenderer shall include complete details of Indian partner including details of technical capability. Details of the Indian partner shall include, but not limited to, the following:

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

6. Service Experience of Cars and Equipments

(Refer also to Pro-Forma Tables A.1 to A.8, in Appendix - A)

- 6.1 The Tenderer is required to provide satisfactory evidence to Employer of the proven experience (Volume 2: GCC – Clause 1.1.6.14, for previous Design, Manufacturing, Testing, Commissioning and Integration of Metro Trains and sub-systems, of which comply to the Schedule of Dimensions (SOD), functionality, performance and safety requirements within this Technical Specification.

6.2 The Tenderer shall furnish the information related to service experience of complete cars and main equipment/sub-systems with similar design specifications and ratings, as far as possible. The information may be restricted to two Projects concluded within last 10 years, and where the Cars/Equipments have at least, earned five years experience in revenue service as required and in the format given in the following Tables in Appendix A;

- (i) Table A-1: Service Experience of Cars and Equipment
- (ii) Table A-2: MDBF of Major Sub-systems
- (iii) Table A-3: MTTR of Major Sub-systems

6.3 Information related to service experience of the specific sub-systems as per the requirement of the Volume 3: Employer's Requirements - Technical Specification, and in the format given in Appendix A,

- (i) Table A-4: Integration of completed vehicles to metro system
- (ii) Table A-5: Carbody,
- (iii) Table A-6: Bogie
- (iv) Table A-7: Propulsion Equipment, and
- (v) Table A-8: Performance data of cars respectively,

This information shall be used as one of the inputs for evaluating the service reliability of the various equipments/sub-systems offered by the Tenderer.

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

7.1 The Tenderer must provide a valid and fully compliant and Detailed Technical Proposal for the metro cars as detailed in the Employer's Requirements. As a minimum the Tenderer must demonstrate clear understanding toward the Employer's Requirements and present the proposal in such a way as to demonstrate the Technical Proposal offered by the Tenderer shall be compliant to the functionality, performance and safety requirements by reflecting on the prior stated factors of Service Proven Design and with similar reliability and availability characteristics as afore said in the Tenderer's Service Experience submissions.

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

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

- a) Complied: "Complied" shall be indicated by the Tenderer where the Tenderer is able to comply with the clause.
- b) Noted: Where a clause merely provides information, and no other comment is necessary, "Noted" will suffice.
- c) Not Complied: Where the Tenderer is not able to comply fully with certain clauses or has any observation or proposes an alternative design, "Not Complied" shall be indicated and comments if any of the Tenderer shall be indicated in detail. All Clauses with status as "Not Complied" shall be included in the statement of Deviations (**Form of Tender: Appendix FT- 6**) and shall be priced in the Pricing Document: **Appendix I.**

8. Deviations (Clause by Clause Compliance)

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

- a) Any “Not Complied” comment by the Tenderer in the Clause by Clause Commentary which has not been included in the Statement of Deviations (Appendix FT- 6 to Form of Tender) shall be treated as “Complied”.
- b) Any “Not Complied” comment by the Tenderer in the Clause by Clause Commentary which has also been included in the Statement of Deviations (Appendix FT- 6 to Form of Tender) but has not been priced in Appendix I of the Pricing Document shall be treated as null and void and deemed to have been unconditionally withdrawn.

9. Design Parameters and Data:

(Refer also to Pro-Forma Tables A.9 to A.23, in Appendix - A)

Tenderer is required to confirm the proposed Metro Train Design will comply with specific design parameters of the KMRCL Metro System and also submit specific design data that is in **absolute compliance** with this Technical Specification. Tenderer **must comply** with the following information about cars and items of equipment as required and in the format given in Tables A-9 to A-23. In the case this is provided for in the Detailed Technical Proposal, the Tenderer must provide reference to such clause and/or drawings within the Detailed Technical Proposal.

10. Proposed Work Program and Design Submission Program

- (a) The proposed Work Program and Design Submission Program shall show how the Tenderer proposes to organize and carry out the Work and to achieve Stages and complete the whole of the Works by the given Key Dates. Detailed requirements of the work program are described in Volume 3: Employer’s Requirements - General Specifications: Work Management Plan (Chapter 2) and Design Submission Program (Chapter 3).
- (b) The Tenderer's attention is drawn to the Key dates specified in Form of Tender: Appendix FT-1 to Form of Tender. The Tenderer shall prepare logic diagrams providing the philosophy for interface with other designated contractors & availability of track, electrification and signalling system to be available and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Work Programs as submitted during the course of the Work.
- (c) All programs shall include design, procurement periods of major materials, off-shore production, production in India, despatch, transport, interface periods for system-wide, and adjacent contractors, testing and commissioning (including integrated testing & commissioning) along with any other training and service trial running information.

11. Other Submissions under the Tender Documents:

- Nil at the time of issue of the Tender Documents

- End of Technical Documents Submission -

FORM OF TENDER

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

CONTRACT RS (3R)

**TENDER DOCUMENTS
VOLUME 1**

FORM OF TENDER

**KOLKATA METRO RAIL CORPORATION LIMITED
KMRCL Bhawan (HRBC Office Complex),
Munshi Premchand Sarani,
Kolkata 700 021
India**

Form of Tender

Date: _____

To:

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

Design, Manufacture, Supply, Testing, Commissioning and Integration of Passenger Rolling Stock (Electrical Multiple Units) and Training of Personnel

Contract Package RS (3R)

GENTLEMEN,

1. Having inspected the Site, examined the Employer's Requirements, General Conditions of Contract, Special Conditions of Contract, Employer's Requirements (General and Particular Specifications), Tender Drawings and Instruction to Tenderers including Pricing Document, and addenda thereto (if any) issued by the KMRCL for the design, manufacture, supply, installation, testing and commissioning and Integration of the above-mentioned Works, 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 and FT-8 hereto, we hereby (jointly and severally)* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, 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 comprising Schedules X and Y stated in the Pricing Document (Appendix A) as completed by us and appended hereto.
2. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the group/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General 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 Employer in connection with this Tender or
 - (d) with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.

3. We declare that we have studied SCC Clause 30 relating to “Cross Fall Breach” and we are making this proposal with a stipulation that you shall award us two separate Contracts viz, one Contract (Schedule X): RS (3R) – Design, Manufacture, Supply of Passenger Rolling Stock (Electrical Multiple Units) and Spares, and other Contract (Schedule Y): RS (3R) – Testing, Commissioning and Integration of Passenger Rolling Stock (Electrical Multiple Units), and Training of Personnel.
4. We submit with this Tender a duly executed Tender Security in respect of our obligations under this Tender.
5. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.
7. 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.
8. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Kolkata will have exclusive jurisdiction in the matter.

We are, Gentlemen,

Yours faithfully,

Signature:

Date -----

Name -----

For and on behalf of

Address

Signature:

Date -----

Name -----

For and on behalf of

Address

Witness:

Signature: -----

Date -----

Name -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

* Notes:

If the Tenderer comprises a group, joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. group, joint venture or consortium)

- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) an authorised representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

APPENDICES TO THE FORM OF TENDER

(To be prepared and appended by the Tenderer)

- FORM OF TENDER - APPENDIX FT-1 – Contract Conditions
- FORM OF TENDER - APPENDIX FT- 2 – Pricing Document (Volume 6, with prices left blank)
- FORM OF TENDER - APPENDIX FT- 3 – Tender Index
- FORM OF TENDER - APPENDIX FT- 4 – Structure of the Tenderer
- FORM OF TENDER - APPENDIX FT- 5 – Form of Certificate confirming receipt of all Tender Addenda
- FORM OF TENDER - APPENDIX FT-6 – Statement of Deviations

- FORM OF TENDER - APPENDIX FT- 7 – Technical Submission Documents
- FORM OF TENDER – APPENDIX FT- 8 – Form of Declaration for non engagement of any agent Middleman or intermediary

FORM OF TENDER - APPENDIX FT-1

CONTRACT CONDITIONS

1	Scope of Works: Number of cars, metro trains and configuration	<p>The total number of cars to be supplied under this Contract is 84 cars i.e. 14 metro trains of 6-car configuration (DTC+MC+MC+MC+MC+DTC)</p> <p>where, DTC : Driving Trailer Car MC : Motor Car</p> <p>This Contract contains 25%Option Clause</p>
2	Employer's Name and Address	<p>Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (HRBC Office Complex), Munshi Premchand Sarani, Kolkata - 700 021, India.</p>
3	Commencement date of the Works (GCC Sub-Clause 1.1.3.1)	<p>The date specified in the Notice to Proceed or in the Letter of Acceptance.</p>
4	Amount of Performance Guarantee (GCC Sub-Clause 4.2)	<p>10% of the total Contract Price in respective currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the contractor over and above the original contract price, the Performance Guarantee shall be suitably adjusted. Contract Price is the sum total of Schedule X and Schedule Y at the time of signing of Contract Agreements.</p>
5	Time for Completion (GCC sub- Clause 8.2)	<p>The whole of the works shall be completed and delivered in stages within time stated in key dates attached to Appendix FT-1.</p>
6	Key Dates	<p>See Attachment to Appendix FT-1.</p>
7	Liquidated Damages(LD) (GCC Clause 8.5)	<p>(i) <u>For Key Dates 1 to 3:</u></p> <ul style="list-style-type: none"> • NO LD <p>For Key dates 4 to 8</p> <ul style="list-style-type: none"> • 0.1 % of the total value of the amounts apportioned to the Milestones relevant to the Key date for each Calendar day of delay. <p>(ii) In case of delay in accomplishment of the Key Date 4 to 8 for Integrated testing & commissioning on main line and Service Trials, total apportioned amount of all Milestones relevant to delivery as well as Integrated Testing and Commissioning and</p>

		<p>other activities related to such Key Dates will be considered for calculation of LD.</p> <p>(iii) Any imposition of LD on account of delay in accomplishing any Key Date for Delivery of Metro trains against Key Dates 4 to 8 will be waived and LD amount if deducted will be returned (without interest) provided Contractor is able to accomplish corresponding Key Dates (as per Contracted Schedule) for Integrated Testing and Commissioning i.e. Key Dates 4 to 8.</p> <p>(iv) There is no maximum limit in levy of LD for delays in individual Key Dates. However, maximum limit for cumulative LD for complete Contract shall not exceed 10% of the total Contract Price.</p>
8	Defects Liability Period (GCC Clause 10.1 / SCC Clause 12)	Refer to Volume 3 - part 1 (GS), Clause 5.1
9	Amount of Advance Payment (GCC Clause 11.2)	Non-refundable 10% (interest free) of the total contract price, excluding prices of spare parts and special tools (cost centre G as per Volume 6), in the respective currencies.
10	Retention Money (SCC Clause 17)	NOT USED
11	Value of Professional Indemnity Insurance (GCC Clause 15.1)	5% of the Contract Price as per Appendix A of Pricing Document
12	Amount of Third Party Insurance (GCC Clause 15.3)	Rs. 0.5 million for any one incident. (India with number of incidents unlimited.)
13	Period in which all insurances have to be effected (GCC Clause 15.6)	Within 12 weeks; to be effective from Letter of Acceptance (LOA)
14	Contractor's Name and Address (GCC Clause 18)*	----- ----- -----

* (Tenderer to complete)

Attachment to Appendix FT-1

KEY DATES

Key Dates	Description of Stage	Weeks from LOA
1	Submission of Preliminary Design	12 weeks
2	Final Design Approval	90 weeks
3	Completion of Mock-up at the Contractor's site	70 weeks
4	Delivery of 1st Metro train to Kolkata at KMRCL Site	128 weeks
5	Delivery of a total of 5 Metro trains to Kolkata at KMRCL Site	148 weeks
6	KMRCL Taking Over of 5 Complete Metro trains for KMRCL Operations. (Phase 1)	156 weeks
7	Delivery of a total of 14 Metro trains to Kolkata at KMRCL Site.	172 weeks
8	KMRCL Taking Over of 14 Complete Metro trains for KMRCL Operations. (Phase 2), including Option Quantity.[if ordered]	180 weeks

Notes:

1. Employer at their sole may advise the Contractor about the change of Depot and Line any time six months before the scheduled Key Date for 'Delivery' and 'Integrated Testing & Commissioning'. The planned date for Revenue Operation of overall Project (Phase 2) is with respect to Key Date 8. However, Phase 1 of Revenue Operation (between "Sector V" and "Sealdah") is programmed with respect to Key Date 6 above with at least 5 Train Sets.
2. Engineer shall decide about substantial completion of work regarding Key Dates
3. In case the Option is ordered within 78 weeks of the Letter of Acceptance (LOA) the contract validity shall remain until the end of the Defect Liability Period of the last car + 28 days.

FORM OF TENDER - APPENDIX FT- 2

PRICING DOCUMENT

Tenderer is required to complete with reference to Appendices A to H of the Pricing Document and as per requirements of Annexure ITT-5. The Pricing Document with prices left blank will form a part of Technical Package. The Pricing Document along with price shall be included in Financial Package only.

FORM OF TENDER - APPENDIX FT- 3

TENDER INDEX

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.

FORM OF TENDER - APPENDIX FT- 4

STRUCTURE OF THE TENDERER

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

COMPOSITION OF THE TENDERER

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

FORM OF TENDER - APPENDIX FT- 5

FORM OF CERTIFICATE CONFIRMING RECEIPT OF ALL TENDER ADDENDA

This is to certify that we, M/S
received all Tender Addenda to Tender RS, as listed below:

[* Name of the Company] have

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

SIGNATURE OF TENDERER

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

FORM OF TENDER - APPENDIX FT-6
STATEMENT OF DEVIATIONS FROM THE EMPLOYER’S REQUIREMENT

Sr. No.	Tender Document Reference (Vol.#, Cl.#)	Details of Condition, Qualification, Deviation etc.	Remarks explaining reasons for deviations and why it may be considered by the employer
1			
2			
3			
4			
.			
.			
.			

Notes:

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been provided for in **Appendix I of the Pricing Document**.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in this Appendix FT-6, our proposal is fully and truly compliant.
4. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned in this Appendix FT-6 but are not priced in “Appendix I” of the Pricing Document for its unqualified withdrawal, shall be treated as NULL and VOID and stand withdrawn.

SIGNATURE OF TENDERER

FORM OF TENDER - APPENDIX FT- 7

TECHNICAL SUBMISSION DOCUMENTS

Tenderer is required to complete and submit as per the requirements of Annexure ITT-6 and with reference to Employers Requirements.

FORM OF TENDER - APPENDIX FT- 8

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

We hereby jointly and severally declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as 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.

- End of Form of Tender -