



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

CONTRACT – UG-ECS

**DESIGN VERIFICATION, DETAILED ENGINEERING,
MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT
SITE, LAYING, INSTALLATION, TESTING AND
COMMISSIONING (INCLUDING INTEGRATED TESTING &
COMMISSIONING), TRAINING OF
PERSONNEL, DEMONSTRATION OF PERFORMANCE OF
SYSTEM / EQUIPMENT & ANNUAL MAINTENANCE
CONTRACT OF ENVIRONMENT CONTROL SYSTEM (ECS) &
INTEGRATED STATION MANAGEMENT SYSTEM (ISMS) FOR
KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-I)**

TENDER DOCUMENTS

VOLUME 1

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

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

Date of Issue: 17th July 2017



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

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(ECS) & INTEGRATED STATION MANAGEMENT
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VOLUME 1

NOTICE OF INVITATION TO TENDER

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

Kolkata Metro Rail Corporation Limited

Our Ref:

Date:

TO

FROM

Managing Director
Kolkata Metro Rail Corporation Limited
KMRCL Bhawan (2nd & 3rd floor)
HRBC Complex, Munshi Premchand Sarani
Kolkata-700 021, India
Phone: 033-66071115

Web: www.kmrc.in

CONTRACT UG-ECS

DESIGN VERIFICATION, DETAILED ENGINEERING, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, LAYING, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM / EQUIPMENT & ANNUAL MAINTENANCE CONTRACT OF ENVIRONMENT CONTROL SYSTEM (ECS) & INTEGRATED STATION MANAGEMENT SYSTEM (ISMS) FOR KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-I)

NOTICE OF INVITATION TO TENDER

1. Kolkata Metro Rail Corporation Limited (KMRCL) are calling tender for design verification, detailed engineering, manufacture, supply, delivery and storage at site, installation, testing and commissioning (including integrated testing & commissioning), demonstration of performance of the system and annual maintenance contract of ECS & ISMS System as detailed under the scope of work of this tender document for Underground stations of Kolkata Metro East-West Rail Project. Joint Venture, Consortium and Sole Bidder (Indian and International companies) complying with the requirements of the Document can apply. The KOLKATA Metro Rail Corporation Limited's (KMRCL) East-West Line system is on 750 volts DC third rail over a length of 16.6 Km (Approx.). It is partly Elevated (5.8 K.M) and partly Underground (10.8 K.M.) construction. General Consultants (GC) are appointed by KMRCL who will work as Engineers for this project and assist KMRCL in evaluating the tenders.

2. Indian and International companies, either by themselves or as a joint venture or Consortium interested in appointment through International Competitive Bidding (ICB) as a contractor of Tender UG- ECS may submit a Tender for this contract. Applicants are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

3. The Kolkata Metro Rail Corporation Limited has received an ODA Loan from Japan International Cooperation Agency, hereinafter referred to as JICA, Contract UG-ECS shall be financed by the Japan International Cooperation Agency (JICA). KMRCL has received an amount of 29,839 Million YEN against Loan Agreement ID192 dated 10th March 2008 and against ID P207 dated 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 for which this invitation for Tender is issued. Disbursement of ODA Loan by JICA will be subject in all respects to the Terms and Conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under JICA ODA Loan” published in October 1999. No party other than KMRCL shall derive any rights from the Loan Agreement or have any right to the Loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, KMRCL will take appropriate measures for finance.

4. JICA requires that bidders and contractors, as well as the Kolkata Metro Rail Corporation Limited, under contract 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 proposal for award if it determines that the bidder recommended for award has corrupt or fraudulent practice in competing the contract in question;
 - b. will recognize a contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with JICA ODA Loans if it at any time determine that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JICA 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 a Subcontractor, 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.

“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). JICA will recognize 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 cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” List of debarred firms and individuals is available at World Bank website.

Contract-UG-ECS –Design Verification, Detailed Engineering, Manufacture, Supply, Delivery and Storage at Site, Laying, Installation, Testing and Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Environment Control System & Integrated Station Management System Underground Section of Kolkata Metro East-West Line Project (Phase-I) – Notice of Invitation to Tender

JICA will recognize 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 of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, 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.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract 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.

5. Key Details:-

Tender Security Amount	INR 0.72 Crore (Seventy Two Lakhs)
Sale of Tender Document	3 rd April to 24 th April 2017 (between 11:00 hrs to 17:00 hrs) on working days <i>(Tender Document can be downloaded from KMRCL web-site. The cost of tender document shall be submitted along with the submission of the Tender. Tender downloaded and submitted without tender cost will be summarily rejected)</i>
Completion Period of the Contract (Subject to the achievement of Key Dates)	125 weeks plus 2 years DLP plus 3 years AMC
Pre-Bid Meeting	25 th April 2017 at 14:30 hrs
Pre-Bid Meeting Location	KMRC, KMRCL Conference Room, of address, Kolkata Metro Rail Corporation Limited, 2nd & 3rd floor, KMRCL Bhawan, HRBC Complex, Munshi Prem Chand Sarani, Kolkata-700 021, Kolkata (Or location otherwise advised).
Last Date of Seeking Clarification	29 th April 2017
Replies to Queries from Bidders	49th May 2017 14 th July 2017
Date & Time of Submission of Tender	15.00 Hours on 49th June 2017 14 th Aug 2017
Date & Time of Opening of Tender	15.30 Hours on 49th June 2017 14 th Aug 2017
Validity of Tender	120 days from the latest Date of Submission of Tender

Contract-UG-ECS –Design Verification, Detailed Engineering, Manufacture, Supply, Delivery and Storage at Site, Laying, Installation, Testing and Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contact of Environment Control System & Integrated Station Management System Underground Section of Kolkata Metro East-West Line Project (Phase-I) – Notice of Invitation to Tender

Authority and Place for Seeking Clarifications and Submission of Completed Tender Documents	Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan (2 nd & 3 rd floor), HRBC Complex, Munshi Premchand Sarani, Kolkata-700 021, India.
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6. The Tender Documents comprise 6 (Six) Volumes in respect of Contractual, Technical, Financial matters and related information, as follows:

Volume 1

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

Volume 2

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

Volume 3

- Employer's Requirements Specifications
- General Specification

Volume 4

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

Volume 5

- Tender Drawings (in CD ROM)

Volume 6

- Pricing Documents
- Schedule of Payment

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

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

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

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

Date

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



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

CONTRACT – UG-ECS

**DESIGN VERIFICATION, DETAILED ENGINEERING,
MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE,
LAYING, INSTALLATION, TESTING AND
COMMISSIONING (INCLUDING INTEGRATED TESTING &
COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION
OF PERFORMANCE OF SYSTEM / EQUIPMENT & ANNUAL
MAINTENANCE CONTRACT OF ENVIRONMENT CONTROL SYSTEM
(ECS) & INTEGRATED STATION MANAGEMENT SYSTEM (ISMS)
FOR KOLKATA METRO EAST-WEST LINE PROJECT (PHASE-I)**

VOLUME 1

INSTRUCTIONS TO TENDERERS AND ANNEXURES

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

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INSTRUCTIONS TO TENDERERS

A. GENERAL

A1. General Description of the Works

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

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

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

A1.2 This Contract package comprises design verification, detailed engineering, manufacture, supply, delivery and storage at site, installation, testing and commissioning (including integrated testing & commissioning), demonstration of performance system / equipment of Environment Control System and Integrated Station Management System (ISMS or Building SCADA) for Kolkata E-W Metro Rail Project and includes a three (3) years Annual Maintenance Contract (AMC) commencing after the completion of two (2) years Defects Liability Period.

A1.3 In this Contract, the scope of supply shall cover the requirements of Environment Control System for two underground stations and tunnels & one intermediate shaft and Integrated Station Management System for all six Elevated stations and two Underground Stations and one intermediate shaft. This shall include supply of all equipment and facilities to meet the Employer's requirements.

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

A1.5 The Contractor shall establish facilities for transfer of technology with an Indian Partner of proven track record in relative areas for all imported systems / sub-systems. The transfer of technology shall cover the areas as listed in Employer's Requirements.

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

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

A1.7 The Contractor shall be required to undertake maintenance of the entire work of Environment Control System and Integrated Station Management System for East-West Corridor for the stipulated period and provide guarantee of supply of spares for 10 years.

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

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

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

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

A2. Source of Funds

Contract UG-ECS shall be financed by the Japan International Cooperation Agency (JICA). KMRCL has received an ODA Loan from JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) in the amount of 29,839 Million YEN against Loan Agreement ID192 dated

10th March 2008 and against ID P207 dated 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 for which this invitation for Tender is issued. Disbursement of the ODA Loan by JICA will be subject in all respects to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under JBIC ODA Loans” published in October 1999. No party other than KMRCL shall derive any rights from the Loan Agreement or have any right to the loan proceeds. The above Loan Agreement will cover the entire project cost.

A3. Eligible Tenderers

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

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

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

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

A4. Eligible Source Countries for Materials, Plant and Services

There are no restrictions on the country of origin of Materials, Plants and Services to be provided under the Contract. However, the Tenderer shall note the requirements for transfer of technology. List of Eligible source countries is given in Annexure 1A.

A5. Qualification of the Tenderer

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

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

- (a) A Memorandum of Understanding shall be provided. That Memorandum of Understanding shall be duly registered in India before issuing the Letter of Acceptance.

- (b) Nomination of one of the members of the consortium or joint venture to be in-charge;
 - (c) Details of the intended percentage participation with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - (d) Not used.
 - (e) All members of the joint venture/consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Form of Tender and the Articles of Agreement.
 - (f) The Tender shall be signed so as to be legally binding on all existing or proposed members of the consortium or joint venture.
- A5.3 The Tenderer shall submit with his Tender full details of his ownership and control or, if the Tenderer is a joint venture or consortium (existing or proposed), full details of ownership and control of each member thereof.
- A5.4 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the financial statements will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.
- A5.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under the laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.
- A6 One Tender per Tenderer / Misprocurement**
- A6.1 Each Tenderer shall submit only one Tender either by himself, or as a partner in a joint venture, or as a member of a consortium. If a Tenderer submits, or if any one of the partners in a joint venture or any one of the members of consortium participates, in more than one Tender, all the Tenders in which he has participated shall be considered invalid. No firm can be a sub-contractor while submitting a tender individually, or as a partner of a joint venture, or as a member of a consortium, in this tender. A firm, if acting in the capacity of sub-contractor in any tender, may participate in more than one tender, but only in that capacity (as a sub-contractor).
- A6.2 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 JICA 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 JICA 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 a Subcontractor, 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. “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). JICA will recognize 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 cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” List of debarred firms and individuals is available at World Bank website.

JICA will recognize 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 of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, 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.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract 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 tendering process.

A8 Site Visits

- A8.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed Works. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the Site of Works and is aware of the site conditions and all other relevant matters, prior to the submission of his Tender.
- A8.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A8.3 The Employer may arrange a Site visit concurrently with the Pre-Tender meeting referred to in paragraph C25.
- A8.4 The Tenderer shall note GCC Sub-Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B. TENDER DOCUMENTS

B1 Content of Tender Documents

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for Contract UG-ECS, as more particularly described in these Tender Documents:

Volume 1

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

Volume 2

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

Volume 3

- Employer's Requirement Specifications
- General Specification

Volume 4

Reference Documents:

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

Volume 5

- Tender Drawings (in CD ROM)

Volume 6

- Pricing Documents
- Schedule of Payment

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

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

B2 General Information of Tender Document

Single-Stage: Two Packages (Technical and Financial)

A single-stage: Two packages tendering procedure is adopted in this tender. Under this procedure, Tenderers will be invited to submit eligibility criteria documents, technical and financial proposals simultaneously in separate sealed envelopes. The Tender package comprises of two parts i.e. Part-1 containing Tender Securities, eligibility criteria documents and Technical submissions. Tender Securities and eligibility criteria documents submissions will be opened first for evaluation of eligibility criteria. Those who fail to clear Eligibility criteria, their technical as well as financial tender proposal will be returned unopened. The technical

submission will be opened for those Tenderers who pass eligibility criteria evaluation. Part 2 comprising of the Financial Proposal, will be opened for those tenderers who have satisfied all the technical criteria in respect of eligibility, acceptability and responsiveness of their submitted Tenders. Opening of financial proposals shall follow the procedures stipulated. Evaluation of financial proposals shall be consistent with clause E6 of ITT. The financial proposals of the bidders whose technical proposals have been determined not to conform to the technical specifications shall be returned unopened, to the bidders concerned, in accordance with due process.

- B2.1 The line profile for all the sections including stations and tunnels enclosed with the Tender is for general information of the Tenderers and may undergo changes/ revisions from time to time.
- B2.2 The Preliminary Operation Plan attached is for general information of the Tenderers and is likely to undergo changes/ revisions.
- B2.3 The accuracy or reliability of the documents referred to in this Clause B2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with Contract UG-ECS is not warranted.

B3 Clarification of Tender Documents

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

B4. Amendment to Tender Documents

- B4.1 The Tenderer is advised that further instructions to Tenderers, corrigenda and addenda may be issued during the Tender Period by Amendments to the Tender documents. Without prejudice to the general order of precedence prescribed by Clause 1.5 of the GCC, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. The Tenderer shall confirm receipt of such documents and list them in the Tender Submittal.
- B4.2 The Tenderer shall note that there might be aspects of his Tender and/or the evaluation

documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification, which are to have contractual effect, will be incorporated into the Contract either:

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

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

C. PREPARATION OF TENDERS

C1. Language

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

C2. Documents Comprising the Tender

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

I. KMRCL Contract UG-ECS Technical Package comprising of

1. Tender Security SEALED;
2. Eligibility Criteria documents SEALED (One original + One copy + Electronic copy);
3. Complete technical submission documents SEALED (One original + One copy + Electronic copy);

II. KMRCL Contract UG- ECS Financial Package

Complete Financial Package documents SEALED (One original + One copy + Electronic copy); in accordance with the provisions stated in paragraph D1.

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

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

I. TECHNICAL PACKAGE

a) Tender Security Submission Envelope

Tender Securities – in enclosed envelope clearly marked.

b) Eligibility Criteria Submission Envelope

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

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

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

c) Technical Submission Envelope

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

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

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

II. FINANCIAL PACKAGE

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

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

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

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

- a) Form of Tender (Without appendices);
- b) Appendix 1 to the Form of Tender; Contract Conditions;
- c) Appendix 1A to the Form of Tender; Contract Key Dates;
- d) Appendix 2: Pricing Document
- e) Appendix 3: Outline Quality Plan
- f) Appendix 4: Outline Safety Plan
- g) Appendix 5: Outline Environment Plan
- h) Appendix 6: Tenderer’s Technical Proposal
- i) Appendix 7: Outline Project Management Plan
- j) Appendix 8: Structure of Tenderer
- k) Appendix 9: Tender Index
- l) Appendix 10: Form of Declaration of Non- Engagement of any Agent, Middleman or Intermediary
- m) Appendix 11; Statement of Deviation including Undertaking
- n) Appendix 12: Not Used
- o) Appendix 13: Form of Certificate confirming receipt of all Addenda
- p) Appendix 14: Form of Certificate confirming submission of all Documents of Financial Package in the Technical Package with Prices Left Blank.

- q) Appendix 15: List of Proposed Subcontractors/Vendors
- r) Appendix 16: Undertaking for change in Scope of Work
Appendix 17: Acknowledgement of Compliances with guidelines for procurement under Japanese ODA Loans.
- s) Any further documents which have been requested in accordance with paragraph B4.2 above.
- t) Annexure 4 to the Instructions to the Tenderer - Undertaking on copyright (see paragraph E2).

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

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

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

C2.5 Deemed Export Benefit - NOT USED

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

C2.7 The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a consortium or a joint venture the Form of Tender shall be signed by the Representative authorized in the Joint Venture/ Consortium agreement to act on behalf of them. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C2.8 Appendix-2 to the Form of Tender (Pricing Document) shall be duly completed including the Tender Total, amounts apportioned under each schedule (Schedule X, Schedule Y). Similarly monthly cash flows for both the Contracts separately as per Payment Schedule to be completed, etc.

C2.9 Price Breakdown as in the format given at A1.1 to A3.1, A1.2 to A3.2 & A10.2 to A15.2 and Schedule G under Schedule X and Appendix B1.1 to B3.1, B1.2 to B3.2 & B10.2 to B15.2 and Appendix D1 AMC under Schedule Y of the Pricing Document are to be completed.

C2.10 Pricing of unqualified withdrawal of Conditions, Qualifications, and Deviations, etc. as per the format given in Appendix I of the Pricing Documents for all the deviations submitted in Appendix -11 to Form of Tender is to be completed. Deviations submitted elsewhere will be considered 'Null and Void' and deemed to have been withdrawn. Total price for unconditional Withdrawal of Deviations as per Appendix I shall be added to the contract price for the purpose of Evaluation.

C3. Project Management Plan

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

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

C4. Quality Assurance and Quality Plan

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

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

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

C5. Outline Safety, Health and Environmental Plan

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

and Environment Clause 4.17.

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

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

C6. Tenderer's Technical Proposals

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

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

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

C7. Designer

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

C7.2 The design of the Temporary and Permanent Works shall be undertaken by a qualified and competent designer (the Designer), experienced in the types of construction required under the terms of the Contract.

C7.3 The Tenderer shall submit with his Tender either the proposed terms and conditions upon which the Designer would be appointed in the event of acceptance of the Tender (excluding the financial and commercial terms thereof) or at least a statement of the heads (salient features) of such an agreement.

C8. Tender Programme and Proposed Design Submission Programme

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

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

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

C8.4 The Tenderer shall submit with his Tender his proposed Design Submission Programme to

cover the Design Phase. Such proposed programme shall:

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

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

C8.5 The Tenderer's attention is drawn to the requirements of Clause 4.13 of the GCC and Vol. 3 of the Employer's Requirements and the requirements that the Initial proposed Works Programme and Design Submission Programme shall be submitted within 30 days of date of issue of Notice to Proceed (NTP). However, the Tenderer shall note that he may be required to amplify, explain and develop his Tender Programme and the proposed Design Submission Programme prior to award of Contract.

C9. Manufacture, Installation, Testing and Commissioning

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

C10. Maintenance

C10.1 The Contractor shall be responsible for maintaining the Works for 2 years during DLP followed by 3 years of AMC period from the Date of Completion of the Works. The Contractor is to ensure the availability of spares for 10 years from the date of Completion of Works. The Contractor shall build up sufficient stock of spares including consumables for attending to DLP maintenance. During the 2 years of Defects Liability Period, the Contractor **may** not use the Employer's spares.

C10.2 The Contractor shall be responsible for making good any and all defects of materials and workmanship, in the Works for the period stated in the General Conditions of Contract clause 10 and Special Conditions of Contract Clause 8.

C10.3 The Contractor shall be responsible for the security of the Site during construction,

installation, testing and commissioning phase of the Contract.

C11. Sub-Contracts

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

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

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

C12. Staffing Schedule and Related Details

C12.1 The Works:

- a) The Tenderer shall submit with his Tender a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design including verification, detail engineering or the construction of the Works. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The Tenderer's attention is drawn to the provisions and requirements of Clauses 32 and 41 of the SCC.
- b) The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with the other designers and contractors.
- c) The key staff shall be from that member of the JV/Consortia as proposed in the eligibility criteria document.

C12.2 Management Office:

- a) Within two months upon the Date of Letter of Award, the Contractor shall establish an office in Kolkata to house all of his staff and Designer. Progress payment will be withheld if the staff or Designers are found not permanently stationed in Kolkata as stated in GCC Clause 6.9 & 11 & SCC Clause 32 & 41.

C13. Tenderer's Equipment

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

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

C14. Proposals for Use and Reinstatement of Work Areas

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

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

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

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

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

C15. Financial

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

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

C15.3 Not used

C15.4 Not used

C15.5 Pricing Documents

C15.5.1 NOT USED

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

C15.5.3 NOT USED

C15.5.4 NOT USED

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

C15.6 NOT USED

C16. Currencies of Tender

C16.1 (a) The tenderer shall quote (if applicable) the price for inputs to the Works, which are expected to be supplied from within India, including taxes, royalties, cess, octroi/ entry tax, and other levies payable to various authorities in India, in Indian Rupees.

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

- (i) For input to the works, which are expected to be supplied from within India shall be in Indian Rupees.
- (ii) For those inputs to the works, which are expected to be supplied from outside India, shall be in JPY, USD or EUR.

C16.2 Interim payments will be certified and paid in accordance with the provisions of Clauses 11.4 and 11.5 of GCC & SCC Clause 54 in the currency shown in the Tender Total.

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

C17. Tender Validity

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

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

C18. Tender Security

~~C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in Appendix 1 to the Form of Tender in the form of an irrevocable bank guarantee issued by a Scheduled Commercial Bank in India or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with 2nd Schedule in the form given in Annexure 3 to the Instruction to Tenderers. In the case where the Tenderer is a JV or consortium, the Bank Guarantee for Tender Security shall be from JV or Consortium and not from individual members except that a local member of the JV or Consortium is permitted to furnish the tender Security with an assurance from the other JV or Consortium members to back such a Security. The Tender Security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract – UG-ECS." The Tender Security shall remain valid for a period of 28 days beyond the validity period for the Tender and including extension periods.~~ The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in Appendix 1 to the Form of Tender in the form of an irrevocable bank guarantee issued by a Scheduled Commercial Bank in India or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with 2nd Schedule in the form given in Annexure 3 to the Instruction to Tenderers. Any member of the JV or Consortium is permitted to furnish the tender Security with an assurance from the other JV or Consortium members to back such a Security. The Tender Security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract – UG/ECS." The Tender Security shall remain valid for a period of 28 days beyond the validity period for the Tender and including extension periods.

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

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

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

C18.5 The Tender Security shall be forfeited:

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

C19. Performance Guarantee, Undertaking and Warranties

C19.1 The Tenderer shall submit full details of the identity of the proposed parties who shall provide or issue the Performance Guarantee. Since the Consortium or JV shall have to be registered in India before issue of LOA, the PG shall be submitted by registered Consortium or JV in accordance with Sub-Clause 4.2 of the GCC; and relevant SCC;

C19.2 NOT USED

C19.3 NOT USED

C19.4 NOT USED

C20. Labour

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

C21. Other Contractors

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

C22. Insurance

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

C23. Tender Index

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

C24. Alternative Proposals by Tenderers

No alternative proposals shall be submitted.

C25. Pre-Tender Meeting

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

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

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

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

C25.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C26. Format and Signing of Tender

C26.1 The Tenderer shall prepare and submit one (1) original of the Tender Security Package, one (1) original, one (1) copy and one (1) electronic copy of the documents corresponding to the eligibility criteria, one (1) original, one (1) copy and one (1) electronic copy of the Technical submission of the Tender, and one (1) original, one (1) copy and one (1) electronic copy of the Financial Package, as described in paragraph C2 of these Instructions to Tenderers clearly marked "ORIGINAL" and "COPY". In the event of any discrepancy between them, the original shall prevail.

C26.2 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original and all copies shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs A 5.1 or A5.2, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

C26.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

D. SUBMISSION OF TENDERS

D1. Sealing and Marking of Tender

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

To:

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

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

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

eligibility criteria is not met pursuant to E4.1

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

FINANCIAL PACKAGE

Tender Reference Number: Contract – UG-ECS

ONLY TO BE OPENED IF TECHNICAL PACKAGE IS SATISFACTORY

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

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

D2. Late or Delayed Tenders

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

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

D3. Modification, Substitution and Withdrawal of Tenders

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

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

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

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

E. TENDER OPENING AND EVALUATION

E1. Tender Opening

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

E2. Confidentiality of Tender Information and Copyright

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

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 4 and shall be completed by the Tenderer and returned in the Technical Package.

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

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

E3. Clarification of Tenders

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

E4 Eligibility criteria of Tenders

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

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

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

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

E5 Technical Evaluation

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

E5.2 Evaluation of qualifying conditions

Tenders which:

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

E5.3 Responsiveness

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

E5.4 Tenders which are

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

shall be rejected by the Employer.

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

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

E6 Financial Evaluation

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

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

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

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

E6.4 Correction of Errors

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

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

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

E6.5 Conversion to Single Currency for Comparison of Tenders

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

E6.6 Price variation:

Price variation that may accrue 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. Variations, deviations, and other factors which are in excess of the requirements of the Tender documents or otherwise result in the accrual of unsolicited benefits to the Employer will not be taken into account in the tender evaluation.

E7 Post-Qualification

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

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

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

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

F. AWARD OF CONTRACT

F1. Award

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

F2. Employer's Right to Accept any Tender and to Reject any or all Tenders

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

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

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

F3. Notification of Award

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

F3.2 In the event of award of the Contracts, the following will be the sequence of events in the order given below. 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 finalization of the contract within a period of 45 days from the date of issue of the Letter of Acceptance.

F5. Performance Security

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from the Scheduled Commercial Bank in India (including Scheduled Commercial Foreign Banks) in the respective currency in which tender is accepted. The Performance Security shall be furnished to the Employer within 28 (twenty eight) days of receipt of the Letter of Acceptance.
- F5.2 The Tenderer shall furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract Clause 4.2, 15.1 to 15.4 and Special Conditions of Contract Clause 7.
- F5.3 Within 28 (twenty eight) days of receipt of the Letter of Acceptance (LOA) from the employer, the successful tenderer shall furnish to the employer performance guarantee as per clause F5.1 above.
- F5.4 Failure of the successful tenderer to comply with the requirements of paragraph F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender securities.

F6. Fraud and Corruption

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

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 1 REQUIREMENT FOR TENDER PROGRAMME

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

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

**ANNEXURE 1
PROGRAMME LOGIC DIAGRAMS**

Tentative Works Implementation Programme

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 1A LIST OF ELIGIBLE SOURCE COUNTRIES OF JICA ODA LOAN

ALL COUNTRIES ARE ELIGIBLE ON DATE

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 2 REQUIREMENTS FOR TENDERER’S TECHNICAL PROPOSALS

Scope of Work

Design Verification, Detailed Engineering, Manufacture, Supply, Delivery and Storage at Site, Installation, Testing and Commissioning (including integrated testing & commissioning), Training of personnel, Demonstration of Performance of System/ Equipment and Annual Maintenance Contract of Environment Control System & Integrated Station Management System for Underground Section and Integrated station management system for Phool Bagan & Sealdah underground stations, Sealdah intermediate ventilation shaft building, corresponding Tunnel portion between Portal to Sealdah Station & six elevated stations :

- a. UG-2 Contractor’s Definitive Design Consultant (DDC) has prepared the Definitive Design. At the tendering stage it is necessary for the tenderer to ascertain the adequacy & sufficiency of the design & details provided in the tender and ensure that his offer fulfils the performance obligation defined in the contract. After award of contract, it shall be the responsibility of the contractor to demonstrate the performance of the system.
- b. Interface and coordination with UG-2 Contracts for Civil and Plumbing & Drainage works; Tunnel Ventilation System Contract; and E & M Contract (including Fire Protection System). Interface with all other Elevated Station Civil and Architectural finishes Contracts and Elevated E & M Contract (including Fire Protection System).
- c. The Environment Control System includes but not limited to Chillers, Chilled water pumps, Supply and return Pipelines, Cooling Towers, Dosing System, Valves and associated accessories, Air Handling Units, Fresh Air and Smoke Extraction Fans, Ventilation and Air-conditioning ducts, Fire rated ducting, Insulation, dampers, Staircase pressurization system at Phool Bagan and Sealdah U/G Stations and Sealdah Cross Over Intermediate Ventilation Shaft building as specified in detail in volume 3 of the Tender document.
- d. Motor Control Centre, Respective Control Panels, Power and Control cabling from MCC to drives including termination at both ends, Local Emergency Stops next to the drives, Earthing at each U/G station and Intermediate Ventilation Shaft fan rooms as specified in detail in volume 3 of the Tender document.
- e. Integrated Station Management System at 2 nos. U/G stations, 1 no. Intermediate Ventilation Shaft and 6 Nos Elevated Stations, OCC and BCC including but not limited to PLCs, BaCnet/LAN RS485/RS232, I/O Modules, Switches for interface with the Fibre Optic Backbone (by S & T Contractor) , Servers, Earthing and necessary accessories for proper Performance to Monitor, Control etc as specified in detail in volume 3 of the Tender document.
- f. Preparation of final detailed Construction drawings and layouts to achieve the desired performance characteristics for submission to the Engineer for obtaining Notice of No Objection,

- g. Equipment and Installation shall comply with all relevant Codes, Standards and Regulations specified in the Tender document.
- h. All minor civil works like Equipment related plinths, pockets, inserts, supports associated with ECS works at 2 nos. underground Stations and ISMS works at 2 nos. U/G stations, 1 No. Intermediate Ventilation Shaft and 6 Nos Elevated Stations, OCC and BCC and making and painting the civil works thus carried out as required is included in Contractor's scope. However all major foundations are carried out by the Civil Contractors.
- i. Maintenance of the area during Construction and Implementation stage.
- j. Interface and co-ordination with other Designated System contractors.
- k. Preparation of Operation and Maintenance Manual Training of maintenance / Operation personnel.
- l. Preparation of working drawings and "As Built" drawings.
- m. Warranty Obligations during Defect Liability Period.
- n. 3 years Comprehensive Maintenance coverage of the entire system executed under the Scope of this tender beyond Defects Liability period.
- o. Detail engineering, equipment sizing and selection based on Sustainable Design, Energy efficiency and obtaining highest level of LEED Accreditation.
- p. Providing all the required civil works details/inputs including foundations, inserts, openings and other structural works required for the erection of Equipment, system and sub-system to the Civil Contractor (UG-2) and Elevated Station Architectural Finishes Contractor in time for casting.
- q. Works to be performed shall also include all general works preparatory to the above mentioned works of any kind necessary for the due and satisfactory execution, completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best Engineering standards and orders that may be issued by the Engineer from time to time, compliance by the agency with all Conditions of Contract, supply of all materials, apparatus, plants, equipment, fixing & support arrangement, tools, fuel, water, transport, offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversion, temporary fencing, lighting and watching required for the safety of the public and protection of works on adjoining land; first-aid equipment, sanitary accommodation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, provident fund, fees, royalties, duties or the other charges arising out of the erection of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion.
- r. Any other item of work as may be required to be carried out for completing the work under this Contract in all respects in accordance with the provisions of the Contract and/or to ensure the safety of installation during and after execution.

- s. The proposed capacities, sizes, of sub-systems/equipment as a result of the design development/verification shall be demonstrated by a proper design and testing / simulation study and subject to review by the “Engineer” and Notice of No Objection by the Employer.
- t. The Contractor shall be fully responsible for obtaining relevant safety certificate or any other approvals required from statutory authorities for installation, commissioning and operating the ECS AND ISMS System before revenue services and submit the relevant Safety Certificates to the Employer.
- u. The Contractor shall provide adequate signage and graphics on the ECS AND ISMS System to comply with statutory requirements, for the safe and proper use of equipment, and for operator’s convenience.
- v. It is a maintenance requirement that plant and equipment can be delivered via the platforms onto Works Trains and vice versa during non-traffic hour.
- w. The Contractor shall note the arrangement of expansion/movement joints in various stations. The Contractor shall coordinate with the Detail Design Consultants and the Employer’s Representative and ensures the ECS AND ISMS System is designed to cater for all anticipated structural movements in various stations.
- x. Incoming cable connections / arrangement for Power supply at 415 V, 3 phase, 50 Hz to the ECS to be provided by the E & M Contractor up to an Isolator at a location marked in prescribed in appropriate drawings. The ECS Contractor is required to provide suitable connection from these Isolators to their respective Control panels which include cables, cable containment and termination at both ends.
- y. To ensure there is no touch voltage hazard between the ECS / ISMS and the station structure, the same will be bonded directly to the station earth / return rail.
- z. For each Station, the power supply and isolator provided by the Designated E&M Services Contractor will be derived from the station essential power supply and all necessary UPS / Power pack Back up for control supply of ECS and ISMS shall be made available.
- aa. Supply of Spare parts and training of personnel;
- bb. Presentations, reviews and audit support as specified in the Specification;
- cc. Interface management as specified in the Specification;
- dd. System operations and maintenance support services;
- ee. Training for the Employer's Engineers and Training Instructors, operations staff, maintenance staff and Engineering staff;
- ff. Decommissioning, removal and/or disposal of Temporary Works;
- gg. Integrated System testing;

- hh. The Contractor will have to interface with the following designated Contractors / Consultants as a minimum during the course of execution as part of Design verification and Construction interfaces.
 - i. Contractor (UG-2) for Civil, Structure and Architectural works, elevated Station Architectural finishes contractors,
 - ii. Contractor for UG-E&M, UG/EL-PSD(R), UG/EL-L&E & UG/TVS(R) works,
 - iii. Other Rail System wide contractors viz. Signalling & Telecom, Rolling Stock, Power Supply, AFC and Track work.
- ii. Obtaining the clearance certificate from RDSO and CRS and any other relevant statutory authorities as applicable.
- jj. Obtaining the clearance certificate from authorities and other statutory authorities (if any) as applicable.

Requirements for Tenderer's Technical Proposals

(Forming FORM OF TENDER – APPENDIX 6)

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

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

Volume 3: Employer's Requirements – General Specifications

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

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

Volume 3: Employer's Requirements –Specifications

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

5. Technical Capability of Manufacture of ECS & ISMS Equipment in India (if applicable)

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

- MOU indicating scope of work
- Procedure for assuring Quality Standards
- Detailed plan for deployment of Contractor's personnel in Indian partner's works
- Qualification procedures for key personnel including welders, crimpers, fitters, etc.
- Detailed method statements for each activity including supply, manufacture, testing and commissioning
- Inspection procedures (stage as well as final) for sub-systems and complete ECS and ISMS.
- 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 ECS and ISMS Equipment

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

6.2 The Tenderer shall furnish the information related to service experience of complete ECS and ISMS 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 ECS and ISMS Equipment have at least, earned two years' experience in revenue service.

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

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

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

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

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

8. Deviations (Clause by Clause Compliance)

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

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

9. Design Parameters and Data

Tenderer is required to confirm the proposed ECS and ISMS 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.

10. Proposed Work Program and Design Submission Program

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

11. Other Submissions under the Tender Documents

- Nil at the time of issue of the Tender Documents

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 3 FORM OF BANK GUARANTEE FOR TENDER SECURITY

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

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

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

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated _____ for Contract UG-ECS (hereinafter called "the Tender").

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

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

We further agree as follows:

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

THE CONDITIONS of this obligation are:

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

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

Signature of

Authorised Official

Of the Bank: _____

SIGNATURE OF WITNESS

Name of Official: _____

Designation _____

NAME OF WITNESS

STAMP/SEAL OF BANK

Address of witness

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 4 COPYRIGHT UNDERTAKING

Date

To:

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

LETTER OF UNDERTAKING

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

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

Signed.....

For and on behalf of

(Name of Tenderer / joint venture)

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 5

PRICE ADJUSTMENT

Vol. 2, SCC Clause 48

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

**CONTRACT UG-ECS
INSTRUCTIONS TO TENDERERS**

ANNEXURE 6

Not Used



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

CONTRACT UG-ECS

**DESIGN VERIFICATION, DETAIL ENGINEERING,
MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT
SITE, LAYING, INSTALLATION, TESTING AND
COMMISSIONING (INCLUDING INTEGRATED TESTING &
COMMISSIONING), TRAINING OF
PERSONNEL, DEMONSTRATION OF PERFORMANCE OF
SYSTEM / EQUIPMENT & ANNUAL MAINTENANCE
CONTRACT OF ENVIRONMENT CONTROL SYSTEM (ECS) &
INTEGRATED STATION MANAGEMENT SYSTEM (ISMS) OF
KOLKATA METRO EAST-WEST LINE PROJECT (PHASE I)**

FORM OF TENDER AND APPENDICES

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

**CONTRACT UG-ECS
FORM OF TENDER
(INCLUDING APPENDICES)**

LIST OF CONTENTS

Description

FORM OF TENDER

APPENDICES TO FORM OF TENDER

- Appendix -1 – Contract Conditions
- Appendix -1A – Contract Key Dates
- Appendix -2 – Pricing Document (to be included in Technical Package but with Price left blank)
- Appendix -3 – Outline Quality Plan
- Appendix -4 – Outline Safety Plan
- Appendix -5 – Outline Environmental Plan
- Appendix -6 – Tenderer's Technical Proposals
- Appendix -7 – Outline Project Management Plan
- Appendix -8 – Structure of the Tenderer
- Appendix -9 – Tender Index
- Appendix-10 – Form of Declaration for Non-engagement of any agent, middleman or intermediary
- Appendix -11 – Statement of Deviations including undertaking
- Appendix -12 – Form of Certificate Confirming Site Visit
- Appendix -13 – Form of Certificate confirming receipt of all tender addenda
- Appendix -14 – Form of Certificate Confirming Submission of All Documents of Financial Package in the Technical Package with Prices Left Blank
- Appendix – 15 – List of Proposed Sub-contractors/ Vendors
- Appendix 16 -- Not Used
- Appendix 17 -- Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

FORM OF TENDER

Date:

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

**DESIGN VERIFICATION, DETAIL ENGINEERING, MANUFACTURE,
SUPPLY, DELIVERY AND STORAGE AT SITE, LAYING, INSTALLATION,
TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING &
COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF
PERFORMANCE OF SYSTEM / EQUIPMENT & ANNUAL MAINTENANCE
CONTRACT OF ENVIRONMENT CONTROL SYSTEM (ECS) &
INTEGRATED STATION MANAGEMENT SYSTEM OF KOLKATA METRO
EAST-WEST LINE PROJECT (PHASE I)**

Contract Package: UG-ECS

GENTLEMEN,

1. Having inspected the Site, examined the Employer's Requirements, General specifications, General Conditions of Contract, Special Conditions of Contract, Tender Drawings and Instruction to Tenderers including Pricing Document, and addenda thereto (if any) issued by the KMRCL for the design verification, manufacture, supply, installation, testing and commissioning of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2 to 17 hereto, we hereby (jointly and severally)* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, including a three (3) year's Annual Maintenance Contract after two (2) years Defects Liability Period, in conformity with the above documents within the completion period as specified in Appendix 1A to this Form of Tender for the contract price stated in the Pricing Document as completed by us and appended hereto.
2. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings and Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the Employer in connection with this

Tender or

- (d) with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Security in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Kolkata will have exclusive jurisdiction in the matter.

We are, Gentlemen,

Yours faithfully,

Signature:

Date -----

Name -----

For and on behalf of -----

Address -----

Signature:

Date -----

Name -----

For and on behalf of -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

* Notes:

If the Tenderer comprises a joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. joint venture or consortium)
- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.

- (c) representative authorized in the Joint Venture and Consortium to act on behalf of them must sign the Tender.

- (d) Signature on the Form of Tender shall be witnessed and dated.

- (e) Copies of the relevant power of attorney shall be attached.

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 1 CONTRACT CONDITIONS

- | | | |
|-----|---|--|
| 1. | Amount of Tender Security (paragraph C18 of Instructions to the Tenderers) | INR 0.72 Crore (Seventy Two Lakhs). |
| 2. | Amount of Performance Security (GCC Sub-Clause 4.2) | 10% of the Contract Price |
| 3. | Latest date for commencement of the Works (GCC Sub-Clause 8.1 and ITT Sub-Clause F3.2) | Date of issue of Letter of Acceptance |
| 4. | Liquidated Damages (GCC Sub-Clause 8.5 and SCC 22) | 0.05% of the contract price per week or part thereof for delay in achieving the milestones according to the respective key dates.

The maximum limit of Liquidated Damages shall be 10% of the contract price accepted for whole of the Works. |
| 5. | Defects Liability Period for the whole of the Construction Works (GCC Sub-Clause 10 and SCC 8) | 24 months from the date of issue of Taking Over Certificate for the whole Works. |
| 6. | Amount of Mobilisation payment (GCC Sub-Clause 11.2.1 and Clause 7 of SCC) | 10% of Schedule X excluding spares (Non-refundable). |
| 7. | Value of Tenderer’s Professional Indemnity Insurance (GCC Sub-Clause 15.1) | 10% of Contract Price |
| 8. | Amount of Third Party Insurance (GCC Sub-Clause 15.3) | INR 0.5 million for any one incident with number of incidents unlimited. |
| 9. | Period in which all insurances have to be submitted (GCC Sub-Clause 15.6) | Within 8 Weeks from the date of commencement. |
| 10. | Contract Key Dates (GCC Sub-Clause 8.5) | Refer Appendix 1A of the Form of Tender |
| 11. | (a) Tenderer’s Name and Address:** (GCC Clause 18) |
.....
..... |
| | (b) Employer’s Name and Address (GCC Clause 18) | Kolkata Metro Rail Corporation Limited,
KMRCL Bhawan (2 nd & 3 rd Floor),
Munshi Premchand Sarani, |

	Kolkata-700 021,
(** Tenderer to complete)	India
12. Not used	As per SCC Clause 47
13. Penalty for Not Maintaining Equipment during AMC (SCC Clauses 41 and 46)	0.01 % of the Contract Price excluding spares. A penalty of Rs. 20,000/- per hour will be imposed if major equipment or any complete system is not working for more than 24 hours, during DLP and AMC period.
14. Penalty for failure leading to total stoppage of train operation during the DLP and AMC periods; for such delay /stoppage for more than 1 hr.	Equivalent to the amount of loss of revenue for the period.

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 1A

CONTRACT KEY DATES AND ACCESS DATES

Section 1 - Key Dates

Key Date	Description	Phase	Date	No. of Weeks from-LOA
KD1	Provide ECS/ISMS Input to Interface Contractors	1	-	04
KD2A	ECS General Requirements and Preliminary Design	1	-	08
KD2B	ISMS General Requirements and Preliminary Design	1	-	08
KD3A	ECS Final Design	1	-	14
KD3B	ISMS Final Design		-	14
KD4A	Complete Delivery of all ECS/ISMS Equipment (except Sealdah Station)	1	-	34
KD4B	Complete Delivery of all ECS/ISMS Equipment of Sealdah Station		-	50
KD5A	Complete ECS/ISMS Installation, Testing & Commissioning (except Sealdah Station)	1	-	62
KD5B	Complete ECS/ISMS Installation, Testing & Commissioning of Sealdah Station		-	105
KD5C	Complete Elevated Stations ISMS Installation, Testing & Commissioning		-	62
KD6A	ECS Integrated System Testing, Service Trial and Handover (except Sealdah Station)	1	-	72
KD6B	ECS Integrated System Testing, Service Trial and Handover of Sealdah Station	1	-	125
KD7A	ISMS Integrated System Testing, Service Trial and Handover (except Sealdah Station)	1	-	72
KD7B	ISMS Integrated System Testing, Service Trial and Handover of Sealdah Station	1	-	125

Contract-UG-ECS – Design Verification, Detailed Engineering, Manufacture, Supply, Delivery and Storage at Site, Laying, Installation, Testing and Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contact of Environment Control System & Integrated Station Management System Underground Section of Kolkata Metro East-West Line Project (Phase-I) – Form of Tender

Key Date	Description	Phase	Date	No. of Weeks from LOA
KD1	Provide ECS/ISMS Input to Interface Contractors	1	-	04
KD2A	ECS General Requirements and Preliminary Design Verification	1	-	08
KD2B	ISMS General Requirements and Preliminary Design	1		08
KD3A	ECS Final Design Verification, Detail Engineering, Submission of Technical proposals for major equipment, submission of drawings etc.	1	-	14
KD3B	ISMS Final Design, Detail Engineering, Submission of Technical proposals for major equipment, submission of drawings etc.			14
KD4A	Complete Delivery of all ECS/ISMS Equipment (except Sealdah Station)	1	-	30
KD4B	Complete Delivery of all ECS/ISMS Equipment of Sealdah Station			50
KD5A	Complete ECS Installation, Testing & Commissioning (except Sealdah Station)		-	50
KD5B	Complete ECS/ISMS Installation, Testing & Commissioning of Sealdah Station	1		105
KD5C	Complete Elevated Stations ISMS Installation, Testing & Commissioning		-	32
KD6A	ECS Integrated System Testing, Service Trial and Handover (except Sealdah Station)	1	-	57
KD6B	ECS Integrated System Testing, Service Trial and Handover of Sealdah Station	1	-	125
KD7A	ISMS Integrated System Testing, Service Trial, OCC Interface and Handover (except Sealdah Station)	1	-	57
KD7B	ISMS Integrated System Testing, Service Trial, OCC Interface and Handover of Sealdah Station	1	-	125
KD7C	ISMS Integrated System Testing, Service Trial, OCC Interface and Handover of Elevated Station.	1	-	36

Section 2 - Access Dates

Access Date	Description	Phase	Date	No. of Weeks from LOA
	Depot & BCC			
AD1	Access to OCC in Administration Building	1	-	20
AD2	Access to BCC in HOW Station	1	-	110
	UG Stations and Tunnels			
AD3	Access to Salt Lake Sector V Station	1	-	20
AD4	Access to Karunamoyee Station	1	-	20
AD5	Access to Central Park Station	1	-	20
AD6	Access to City Center Station	1	-	20
AD7	Access to Bengal Chemical Station	1	-	20
AD8	Access to Salt Lake Stadium Station	1	-	20
AD9	Access to PHB Station	1	-	As on date of LOA
AD10	Access to Tunnel Section from Subash Sarobar to SEA Station	1	-	As on date of LOA
AD11	Access to Sealdah Crossover Intermediate Ventilation Shaft	1	-	16
AD12	Access to SEA Station east end	1	-	16
AD13	Access to SEA Station west end	1	-	60

Assumption of Access Date to Stations

Equipment will be delivered through the track to the UG stations.

Assumption of Access Date to Tunnels

After both tunnels and track are available.

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 2 PRICING DOCUMENT

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

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 3 OUTLINE QUALITY PLAN

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

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 4 OUTLINE SAFETY PLAN

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

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

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 5 OUTLINE ENVIRONMENTAL PLAN

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

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 6 TENDERER'S TECHNICAL PROPOSALS

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

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 7 PROJECT MANAGEMENT PLAN

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

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

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

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

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 8 STRUCTURE OF THE TENDERER

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

COMPOSITION OF THE TENDERER

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

**CONTRACT UG-ECS
FORM OF TENDER**

APPENDIX 9 TENDER INDEX

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

CONTRACT UG-ECS

FORM OF TENDER

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

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

SIGNATURE OF THE TENDERER

**CONTRACT UG-ECS
FORM OF TENDER**

APPENDIX 11 STATEMENT OF DEVIATIONS

(A) STATEMENT OF DEVIATIONS FROM THE INSTRUCTION TO TENDERERS (Volume 1 & 6)

Clause Number	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the Employer

Notes:

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

SIGNATURE OF TENDERER

(D) UNDERTAKING FOR PRICING FOR DEVIATIONS WITHDRAWAL

(To be submitted on Tenderers Letter head)

Dated: _____

To

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

Letter of Undertaking

DESIGN VERIFICATION, DETAIL ENGINEERING, MANUFACTURE, SUPPLY, DELIVERY AND STORAGE AT SITE, LAYING, INSTALLATION, TESTING AND COMMISSIONING (INCLUDING INTEGRATED TESTING & COMMISSIONING), TRAINING OF PERSONNEL, DEMONSTRATION OF PERFORMANCE OF SYSTEM / EQUIPMENT & ANNUAL MAINTENANCE CONTRACT OF ENVIRONMENT CONTROL SYSTEM (ECS) & INTEGRATED STATION MANAGEMENT SYSTEM (ISMS) OF KOLKATA METRO EAST-WEST LINE PROJECT (PHASE I)

CONTRACT UG-ECS

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

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

Signed _____

For and on behalf of

(Tenderer/ Joint Venture/ Consortia)

Contract-UG-ECS – Design Verification, Detailed Engineering, Manufacture, Supply, Delivery and Storage at Site, Laying, Installation, Testing and Commissioning (including integrated testing & commissioning), Training of Personnel, Demonstration of Performance of System/ Equipment & Annual Maintenance Contract of Environment Control System & Integrated Station Management System Underground Section of Kolkata Metro East-West Line Project (Phase-I) – Form of Tender

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 12 NOT USED

CONTRACT UG-ECS

FORM OF TENDER

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

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

1. Addendum No.
2.
3.
4.

SIGNATURE OF TENDERER

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

CONTRACT UG-ECS

FORM OF TENDER

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

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

SIGNATURE OF TENDERER

CONTRACT UG-ECS

FORM OF TENDER

APPENDIX 15

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

LIST OF PROPOSED SUB-CONTRACTORS/ VENDORS

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

Signature of Tenderer

CONTRACT - UG-ECS

FORM OF TENDER

APPENDIX 16 NOT USED

CONTRACT UG-ECS

APPENDIX 17 ACKNOWLEDGMENT OF COMPLIANCE WITH GUIDELINES FOR PROCUREMENT UNDER JAPANESE ODA LOANS

(Cl. C15.6.5)

- A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of tenderer/partner of joint venture or consortium (“JV”)]* (hereinafter referred to as “tenderer”) hereby certify on behalf of the tenderer and myself that all information provided in the tender submitted by the tenderer for *[name of the Project]* is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the tenderer that;
- (i) the Tender has been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as “Guidelines”); and
 - (ii) the tenderer has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

- B) I certify that the tenderer has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.
- <If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>*

- B’) I certify that the tenderer has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

- C) I certify that the tenderer will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the tenderer, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

- E) I further certify, on behalf of the tenderer, that if the tenderer is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the tenderer shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: <https://www2.jica.go.jp/en/odainfo/index.php> Tel: +81 (0)3 5226 8850
- (2) JICA India office
Tel: +91-11-47685500

The tenderer acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the tenderer's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the tenderer. The tenderer further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the tenderer will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized SIGNATORY

[Insert name of signatory; title]

For and on behalf of the tenderer [Insert name of the Bidder]

Date: