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KOLKATA METRO RAIL CORPORATION LTD.
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND
GOVERNMENT OF WEST BENGAL)

Munshi Premchand Sarani, (HRBC Office Complex),
Kolkata-700021

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No. KMRC/CE/S&T/ISA

Dated: 29.11.2012.

SUBJECT: Independent Safety Assessment for Train Control & Signalling System for Kolkata East- West Metro Line, Contract: I S A.

REF: Pre-bid Meeting held on 31.10.2012

Dear All,

KMRCL's Tender Addendum No.1 alongwith the clarification to the Queries, received from various Applicants has been posted in the tender section of our website (www.kmrc.in).

It is requested to collect from this office/ download the following files attached herewith

- (i) Tender Addendum No.1
 - (ii) Clarifications to the Tender queries.
2. The revised schedule of submission and opening of Tenders shall be as given below:-
- (a) Venue: Conference Room of KMRCL at HRBC Bhawan (5th floor), Munshi Premchand Sarani, Kolkata-70021
 - (b) Last date of submission of Tender – 14.01.2013 upto 15.00 hrs
 - (c) Date and Time of Opening of Tender – 14.01.2013 at 15.30 hrs.
3. "THIS TENDER ADDENDUM NO.1 SHALL ONLY FORM AN INTEGRAL PART OF THE MAIN TENDER DOCUMENT AND SHALL HAVE TO BE SUBMITTED ALONG WITH THE MAIN TENDER DOCUMENT DULY SIGNED UNDER OFFICE SEAL IN EACH PAGE."

All other terms and conditions of the Tender Document shall remain unchanged.

With regards,

-Sd/-
(G.G.Biswas)
Chief Engineer(S&T)/KMRCL
Kolkata Metro Rail Corporation Limited



(A GOVERNMENT OF INDIA AND GOVERNMENT OF WEST BENGAL JOINT VENTURE)
HRBC BHAWAN
(4th & 5th Floor)
Munshi Prem Chand Sarani
Kolkata: 700 021

Phone/Fax: 033-2213 4350

Date: 27.11.2012

Addendum No: 1

Contract: ISA

Addendum No: 1 to Tender for ISA services for train control and signaling system for East-West Metro Rail Project.

1. The following Clauses included in the ISA Tender Document are amended as shown in the table below. Tenderers are to include for the affect of these changes while compiling their Tender.

| Sl. No | Reference | As Existing | | As Revised Now | |
|--------|-----------|-------------------------------------|--|-------------------------------------|--------------------------|
| 1 | NIT | Date & Time of Submission of Tender | 19/12/2012 (between 1100 Hrs and 1500 Hrs) | Date & Time of Submission of Tender | 14/01/2013 upto 1500 hrs |
| | | Date & Time of opening of Tender | 19/12/2012 at 15.30 hrs | Date & Time of opening of Tender | 14/01/2013 at 1530 hrs |

| Sl. No | Reference | As Existing | | | As Revised Now | | |
|--------|------------------|---|-----------------------|--|--|-----------------------|--|
| 2 | SF 2 | SF 2: FORM OF BANK GUARANTEE FOR TENDER GUARANTEE | | | SF 2: FORM OF BANK GUARANTEE FOR TENDER GUARANTEE (Revised) is enclosed. | | |
| 3 | GCC Clause 20 | Time for Payment Amounts due to the Tenderer/Bidder shall be paid promptly. | | | Time for Payment The Engineer shall, within 21 days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor a Payment Certificate showing the amount which the Engineer considers to be due. The payment of the certified amount shall be made by the Employer within 28 days. | | |
| 4 | | Clause No. | Ref to GCC clause no. | Special Condition of Contract | Clause No. | Ref to GCC clause no. | Special Condition of Contract |
| | | 7 | 32 | The complete clause shall be replaced by: Arbitration If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: a) The Arbitration Board will consist of three Arbitrators. The Contractor and the | 7 | 33 | The complete clause shall be replaced by: Arbitration If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: a) The Arbitration Board will consist of three Arbitrators. The Contractor and the |

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| | | | <p>Employer shall appoint their own Arbitrator and the two appointed Arbitrators shall appoint the third Arbitrator in accordance with the Section 11 of "Arbitration and Conciliation Act, 1996", of India. All Arbitrators shall be Indian nationals, ordinary residing in India with technical competence and experience. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator(s). The arbitration proceedings shall be held in Kolkata only. The language of proceedings, that of documents and communication shall be English.</p> <p>b) The award of majority of three arbitrators shall binding on all parties.</p> <p>c) Where the arbitral award is for the payment of money, no interest shall be</p> | | <p>Employer shall appoint their own Arbitrator and the two appointed Arbitrators shall appoint the third Arbitrator in accordance with the Section 11 of "Arbitration and Conciliation Act, 1996", of India. All Arbitrators shall be Indian nationals, ordinary residing in India with technical competence and experience. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator(s). The arbitration proceedings shall be held in Kolkata only. The language of proceedings, that of documents and communication shall be English.</p> <p>b) The award of majority of three arbitrators shall binding on all parties.</p> <p>c) Where the arbitral award is for the payment of money, no interest shall be</p> |

| Sl. No | Reference | As Existing | | | As Revised Now | | |
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| | | | | <p>payable on whole or any part of the money for any period, till the date on which the award is made.</p> <p>d) The cost of arbitration, excluding fees and expenses of the third arbitrator shall be borne by both the parties. The fees and expenses of the third arbitrator shall be shared equally by between the Employer and the Contractor.</p> | | | <p>payable on whole or any part of the money for any period, till the date on which the award is made.</p> <p>d) The cost of arbitration, excluding fees and expenses of the third arbitrator shall be borne by both the parties. The fees and expenses of the third arbitrator shall be shared equally by between the Employer and the Contractor.</p> |
| 5 | SCC Clause 9 | 9 | New Clause | Mobilization advance: | 9 | New Clause | Deleted |
| 6 | SF 3 | SF 3 – FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT | | | SF 3 – Not Used | | |
| 7 | Annexure to ITT Appendix B | Appendix B - Schedule of Payments and Milestones | | | Revised Appendix B - Schedule of Payments and Milestones is enclosed. | | |
| 8 | ITT Clause 1.6 | Documents provided under Para 1.4 shall be confirmed by an appropriate Chamber of Commerce or other similar organisation. Each power of attorney shall be notarised by a competent authority in the country of the issuing company. Documents provided under para 1.4 (a) and (b) shall be certified with a conformant apostille if the country of issue has signed the Hague Legislation Convention of 1961. Document provided from countries, which are not signatories to the 1961 convention shall be legalised by a Consular Officer of | | | Documents provided under Para 1.4 shall be confirmed by an appropriate Chamber of Commerce or other similar organisation. Each power of attorney shall be notarised by a competent authority in the country of the issuing company. Documents provided under para 1.4 (a) and (b) shall be certified with a conformant apostille if the country of issue has signed the Hague Legislation Convention of 1961. Document provided from countries, which are not signatories to the 1961 convention shall be legalised by a Consular Officer of the country from which the document is | | |

| Sl. No | Reference | As Existing | As Revised Now |
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| | | the country from which the document is issued. | issued. |
| 9 | ITT Clause 2.1.1 | <p>The Tender Invitation Documents, as listed below, have been prepared for the purpose of inviting a tender for Independent Safety Assessment of Train Control & Signalling system in connection with ISA Contract of the Kolkata East West Metro Line.</p> <ul style="list-style-type: none"> a. Notice of Invitation to Tender; b. Instructions to Tenderer including Annexure; c. Form of Tender and Appendices; d. General Conditions of Contract e. Special Conditions of Contract f. Scope of Services | <p>The Tender Invitation Documents, as listed below, have been prepared for the purpose of inviting a tender for Independent Safety Assessment of Train Control & Signalling system in connection with ISA Contract of the Kolkata East West Metro Line. In the order of precedence as follows:</p> <ul style="list-style-type: none"> g. Notice of Invitation to Tender; h. Instructions to Tenderer including Annexure; i. Form of Tender and Appendices; j. Special Conditions of Contract k. General Conditions of Contract l. Scope of Services |
| 10 | ITT Clause 2.3.2 | <p>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, the Tenderer shall seek clarification from KMRC, before latest date of submission of his Tender. All communications between the Tenderer and KMRC shall be conducted in writing</p> | <p>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, the Tenderer shall seek clarification from KMRC, on or before the latest date of seeking clarification given in the Notice of Invitation to Tender. All communications between the Tenderer and KMRC shall be in writing.</p> |

| Sl. No | Reference | As Existing | As Revised Now |
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| 11 | ITT Clause 3.4.1 | Understanding and comprehension of the work involved, including a discussion on the major challenges of the contract covering each of the major elements of the Signalling and Train Control systems. KMRCL S&T contract has been awarded to ANSALDO STS CONSORTIUM comprising of ANSALDO STS S.p.A, Italy and ANSALDO STS , Australia as its members. Their train control and signalling system shall include MICROLOK II, MICROCAB, AF904, UM71 and Power Frequency Track Circuit. | Understanding and comprehension of the work involved, including a discussion on the major challenges of the contract covering each of the major elements of the Signalling and Train Control systems. KMRCL S&T contract has been awarded to ANSALDO STS CONSORTIUM comprising of ANSALDO STS S.p.A, Italy and ANSALDO STS , Australia as its members. Their train control and signalling system shall include, but not be limited to, MICROLOK II, MICROCAB, AF904, UM71, point machine and Power Frequency Track Circuit. |
| 12 | ITT Clause 3.4.3 | No information relating to estimated costs or financial terms of your services should be included in the Technical proposal | No information relating to estimated costs or financial terms of the Tenderer's services should be included in the Technical Proposal |
| 13 | ITT Clause 3.7.2 | The Tenderer is to note that Key Dates are to be determined by reference to periods from the commencement date of works. Period for each stage of work are given in Annexure 1 of Appendix 2 to the Form of Tender. Milestone dates shall be, likewise, determined by reference to the respective periods of Letter of Acceptance. | The Tenderer is to note that Key Dates are to be determined by reference to periods from the commencement date of works. Period for each stage of work are given in Appendix E to Annexure of ITT . Milestone dates shall be, likewise, determined by reference to the respective periods of Letter of Acceptance. |
| 14 | ITT Clause 3.8.2 | For the purpose of comparative evaluation of the offer, the tender prices will be converted to Rupees by using the Exchange (selling) rates for those currencies on the latest date for submission of tenders (Base Date) as detailed in clause 7.6 of ITT. | For the purpose of comparative evaluation of the offer, the tender prices will be converted to Rupees by using the Exchange (selling) rates for those currencies on the latest date for submission of tenders (Base Date) as detailed in clause 7.5 of ITT. |

| Sl. No | Reference | As Existing | As Revised Now |
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| 15 | ITT Clause 5.2 | <p>The Tenderer shall submit with his Tender a Tender Security for the sum of Rs. Two Lakhs or equivalent amount in a single freely convertible foreign currency in the form of an irrevocable bank guarantee issued by a Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks) in India in the form given in Annexure 3 to the Instruction to Tenderers. The Bank Guarantee should be in the name of the Applicant or "JV/Consortium". In the case where the Tenderer is a JV or consortium, the Bank Guarantee for Tender Security shall be from JV/Consortium and not from individual members, except that a local member of the JV/Consortium is permitted to furnish the Tender Security with an assurance from the other JV/Consortium members to back such a Security. The Tender Security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract S&T". The Tender Security shall remain valid for a period of 28 days beyond the validity period for the Tender.</p> | <p>The Tenderer shall submit with his Tender a Tender Security for the sum of Rs. Two Lakhs or equivalent amount in a single freely convertible foreign currency in the form of an irrevocable bank guarantee issued by a Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks) in India in the Standard Pro-Forma SF2. The Bank Guarantee should be in the name of the Applicant or "JV/Consortium". In the case where the Tenderer is a JV or consortium, the Bank Guarantee for Tender Security shall be from JV/Consortium and not from individual members, except that a local member of the JV/Consortium is permitted to furnish the Tender Security with an assurance from the other JV/Consortium members to back such a Security. The Tender Security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract ISA". The Tender Security shall remain valid for a period of 28 days beyond the validity period for the Tender.</p> |
| 16 | ITT Clause 7.3 | <p>Clarification of Tender</p> <p>To assist in the examination, evaluation of tender, the Employer may, at his discretion, ask the tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the</p> | <p>Clarification of Tender</p> <p>To assist in the examination, evaluation of tender, the Employer may, at his discretion, ask the tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in</p> |

| Sl. No | Reference | As Existing | As Revised Now |
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| | | evaluation of the tenders in accordance with paragraph 7.5. | accordance with paragraph 7.4. |
| 17 | ITT Clause 7.6 | Evaluation of Tender: Technical Package | Not used |
| 18 | ITT Clause 7.7.3.1 | <p>A responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tender documents without material deviation or reservation. A material deviation or reservation is one:</p> <ul style="list-style-type: none"> (i) Which affects in any substantial way the scope, quality or performance of the Works; or (ii) Which limits in any substantial way, is inconsistent with the Tender documents, the Employer's rights or the Tenderers obligations under the Contract; or (iii) Seeks to shift to the Employer, another Government Agency or another contractor all or part of the risk and1 or liability allocated to the Contractor in the Tender Invitation Documents; or (iv) Includes a deviation from the Tender Invitation Documents which would render the works, or any part thereof, unfit for their intended purpose; or | <p>A responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tender documents without material deviation or reservation. A material deviation or reservation is one:</p> <ul style="list-style-type: none"> (i) Which affects in any substantial way the scope, quality or performance of the Works; or (ii) Which limits in any substantial way, is inconsistent with the Tender documents, the Employer's rights or the Tenderers obligations under the Contract; or (iii) Seeks to shift to the Employer, another Government Agency or another contractor all or part of the risk and1 or liability allocated to the Contractor in the Tender Invitation Documents; or (iv) Includes a deviation from the Tender Invitation Documents which would render the works, or any part thereof, unfit for their intended purpose; or (v) fail to commit to the date specified for the completion of the Works. |

| Sl. No | Reference | As Existing | As Revised Now |
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| 19 | ITT Clause 7.7.5 | <p style="text-align: center;">Rejection of Tenders</p> <p>KMRCL may reject the tenders that are considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:</p> <ul style="list-style-type: none"> • Incorrect or Fraudulent Power of Attorney. • Incorrect or Fraudulent "Tender Security Amount." • Incomplete "Technical Proposal". • Incomplete "Price schedule". • Tenderer/Bidder requires an increase in Tender Offer price during negotiations. • Failure to provide the Performance Guarantee. • Failure to sign the Contract Agreement within the time limit given by BMRCL | <p style="text-align: center;">Rejection of Tenders</p> <p>KMRCL may reject the tenders that are considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:</p> <ul style="list-style-type: none"> • Incorrect or Fraudulent Power of Attorney. • Incorrect or Fraudulent "Tender Security Amount." • Incomplete "Technical Proposal". • Incomplete "Price schedule". • Tenderer/Bidder requires an increase in Tender Offer price during negotiations. • Failure to provide the Performance Guarantee. • Failure to sign the Contract Agreement within the time limit given by KMRCL |
| 20 | Form of Agreement | Form of Agreement | Form of Agreement (Revised) is enclosed. |
| 21 | Form of Tender Appendix 1 | Form of Tender Appendix 1 Contract condition | Form of Tender Appendix 1 Contract condition (Revised) is enclosed. |
| 22 | Form of Tender Appendix 4 | Form of Tender Appendix 4 Outline Project management Plan | Form of Tender Appendix 4 Outline Project management Plan (Revised) |

| Sl. No | Reference | As Existing | As Revised Now |
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| | | | is enclosed. |
| 23 | Form of Tender Appendix 9 | Form of Tender Appendix 9 Copyright Undertaking | Form of Tender Appendix 9 Copyright Undertaking(Revised) is enclosed. |
| 24 | SCC Clause 8 | 1 Delays 1.1 Time is the essence of the Contract. It shall be the responsibility of the ISA to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the ISA shall be liable to pay liquidated damages at one-half of one percent (0.5%) per week of the Contract Price subject to a maximum of ten percent (10%) of the Contract Price. 1.2 Liquidated damages shall be imposed as described in Appendix 1 to FOT- contract condition. | 1 Delays 1.1 Time is the essence of the Contract. It shall be the responsibility of the ISA to strictly adhere to the time for performance of various services indicated in the Contract. 1.2 Liquidated damages shall be imposed as described in Appendix 1 to FOT- contract condition. |
| 25 | Scope of Services Clause 4.1 | ... The ISA shall be focused on Signalling and Train Control System and ensure that all hazards are mitigated. Specifically, the ISA consultant shall ensure, either by direct assessment or by examination and acceptance of the assurance work of other agencies, that all SIL4 interfaces with Signalling and Train Control System meet the required safety standards. This shall include, but not necessarily be limited to, the interlocking proving | ... The ISA shall be focused on Signalling and Train Control System and ensure that all hazards are mitigated. Specifically, the ISA consultant shall ensure, either by direct assessment or by examination or acceptance of the assurance work of other agencies, that all SIL4 interfaces with Signalling and Train Control System meet the required safety standards. This shall include, but not necessarily be limited to, the interlocking proving circuit for the Platform Screen Door System |

| Sl. No | Reference | As Existing | As Revised Now |
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| | | <p>circuit for the Platform Screen Door System and the interface between the Automatic Train Control System and the vehicle Emergency Brake System.</p> <p>...</p> | <p>for underground stations & Platform Screen Gate for elevated stations and the interface between the Automatic Train Control System and the vehicle Emergency Brake System.</p> <p>...</p> |
| 26 | ITT Annexure 1 Appendix E | ITT Annexure 1 Appendix E | ITT Annexure 1 Appendix E (revised) is enclosed. |
| 27 | GCC Clause 6 | <p>Decisions</p> <p>On all matters referred to it in writing by ISA, KMRCL shall give a decision in writing within a reasonable time</p> | <p>Decisions</p> <p>On all matters referred to it in writing by ISA, KMRCL shall give a decision in writing within 28 days.</p> |
| 28 | GCC Clause 13 | <p>Agreement Effective Date</p> <p>This Contract shall come into force and effect on the date of issue of Letter of Acceptance (LOA) by the Tenderer/Bidder. The LOA shall continue to remain an active agreement between Employer and the Tenderer/Bidder till formal contract agreement has been signed.</p> | <p>Agreement Effective Date</p> <p>This Contract shall come into force and effect on the date of issue of Letter of Acceptance (LOA) by the Employer. The LOA shall continue to remain an active agreement between Employer and the Consultant till formal Contract Agreement has been signed.</p> |

| Sl. No | Reference | As Existing | | | As Revised Now | | |
|--------|---------------------------------|---|------------|---|--|------------|--|
| 29 | GCC Clause 28 | <p align="center">Notices</p> <p>Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in Special conditions of contract. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by e-mail subsequently confirmed by letter.</p> | | | <p align="center">Notices</p> <p>Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in SCC clause 5 of Contract Agreement. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by e-mail subsequently confirmed by letter.</p> | | |
| 30 | Scope of Services Clause 5.5 | <p align="center">Safety Audit Locations</p> <p>The Safety Audits of the S&T Contractor shall be performed at the S&T Contractors main premises in USA, as well as sub-contractor/suppliers premises as appropriate, and at site in Kolkata. The location of the S&T Contractors and sub-contractors premises will be intimated to the ISA Consultant as soon as they are known and transmitted by the S&T Contractor.</p> | | | <p align="center">Safety Audit Locations</p> <p>The Safety Audits of the S&T Contractor shall be performed at the S&T Contractor's main premises in USA, as well as sub-contractor/suppliers/other designated project contractor premises as appropriate, and at site in Kolkata. The location of the S&T Contractor's, sub-contractor's and other designated project contractor's premises will be intimated to the ISA Consultant as soon as they are known and transmitted by the S&T Contractor</p> | | |
| 31 | SCC Clause 10 | 10 | New Clause | <p>Insurance:</p> <p>The contractor shall effect and maintain professional indemnity insurance for the amount in Indian Rupees not less than the contract value in respect of safety assessment work to be carried out by ISA contract. The insurance which shall insure the contractor's liability by the reason of</p> | 10 | New Clause | <p>Insurance:</p> <p>The contractor shall effect and maintain professional indemnity insurance for the amount in Indian Rupees not less than the contract value in respect of safety assessment work to be carried out by ISA contract. The insurance which shall insure the contractor's liability by the reason of professional</p> |

| Sl. No | Reference | As Existing | | As Revised Now | |
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| | | | <p>professional negligence and errors in safety audit and assessment work. The validity period of insurance shall be from date of commencement of works until five years after date of submission of Combined Safety Audit And Assessment Report for Phase II as appendix B to Annexure 1 of ITT.</p> | | <p>negligence and errors in safety audit and assessment work. The validity period of insurance shall be from date of commencement of works until five years after date of submission of Combined Safety Audit And Assessment Report for Phase II as appendix B to Annexure 1 of ITT.</p> <p>Where the Contractor maintains a corporate Professional Indemnity Insurance on an annual basis this requirement may be waived. The Contractor will be required to submit evidence to KMRCL on an annual basis that this insurance is being maintained.</p> |
| 32 | GCC 27 | <p>27 Conflict of Interest</p> <p>The remuneration of the Tenderer/Bidder shall constitute the Tenderer/Bidder's sole remuneration in connection with this Contract or the Services and, the Tenderer/Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Tenderer/Bidder shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration.</p> <p>Neither the Tenderer/Bidder nor the Personnel of either of</p> | | <p>27 Conflict of Interest</p> <p>The remuneration of the Tenderer/Bidder shall constitute the Tenderer/Bidder's sole remuneration in connection with this Contract or the Services and, the Tenderer/Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Tenderer/Bidder shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration.</p> <p>Neither the Tenderer/Bidder nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following</p> | |

| Sl. No | Reference | As Existing | As Revised Now |
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| | | <p>them shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) During the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract.</p> <p>The Tenderer/Bidder shall not be one of the following:</p> <p>(i) A firm which has been engaged by the Employer or by S&T Contractor to provide consulting services for the preparation related to procurement for or implementation of this Project.</p> <p>(ii) Any association/affiliation (inclusive of parent firms) of a firm or an organisation mentioned in para (i) above.</p> <p>(iii) A Tenderer/Bidder who lends, or temporarily seconds its personnel to firms or organisations which were 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.</p> <p>Jurisdiction of Court in case of dispute or differences arising on account of this Tender: Any suit or application shall be filed in a competent court at Kolkata, West Bengal only and no other court or any other district of the country shall have any jurisdiction in the matter.</p> | <p>activities:</p> <p>(b) During the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract.</p> <p>The Tenderer/Bidder shall not be one of the following:</p> <p>(iv) A firm which has been engaged by the Employer or by S&T Contractor to provide consulting services for the preparation related to procurement for or implementation of this Project.</p> <p>(v) Any association/affiliation (inclusive of parent firms) of a firm or an organisation mentioned in para (i) above.</p> <p>(vi) A Tenderer/Bidder who lends, or temporarily seconds its personnel to firms or organisations which were 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.</p> |

| Sl. No | Reference | As Existing | As Revised Now |
|--------|-----------------|--|--|
| 33 | SCC 11 | New Clause | <p>Jurisdiction of Court</p> <p>Jurisdiction of Court in case of dispute or differences arising on account of this Tender: Any suit or application shall be filed in a competent court at Kolkata, West Bengal only and no other court or any other district of the country shall have any jurisdiction in the matter.</p> |
| 34 | GCC Clause 4 | <p>Change in Constitution</p> <p>ISA shall promptly notify KMRCL of any changes in the constitution of the ISA. KMRCL reserves the right to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the ISA, or on the addition or introduction of a new partner managing the Project for the ISA without the previous approval in writing of KMRCL. But in absence of and until its termination by KMRCL as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.</p> | <p>Change in Constitution</p> <p>ISA shall promptly notify KMRCL of any changes in the constitution of the ISA. KMRCL reserves the right to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the ISA, or on the addition or introduction of a new partner managing the Project for the ISA without the previous approval in writing of KMRCL. But in absence of and until its termination by KMRCL as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable. The clause shall not apply in case of the companies incorporated with limited liability.</p> |

SF 2
FORM OF BANK GUARANTEE FOR TENDER GUARANTEE
(Revised)

(Reference Clause 5.2 of the Instructions to Tenderers)

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

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

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

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

We further agree as follows:

- (i) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (ii) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (iii) That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (iv) That this guarantee commences from the date hereof and shall remain in force till :
 - a. The Tenderer in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee on a scheduled Indian Bank located in India acceptable to the Employer

- b. 180 days from the last date of submission of the tender, this shall be suitably extended on the request of KMRC.
- c. That the expression “the Tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (ii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:
 - a. fails or refuses to furnish the Performance Guarantee and/or
 - b. fails or refuses to enter into a Contract within the time limit specified in Clause 8.2 of the "Instructions to Tenderers".

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

Signature of

Authorised Official

Of the Bank: _____

SIGNATURE OF WITNESS

NAME OF WITNESS

Address of witness

Name of Official: _____

Designation _____

STAMP/SEAL OF BANK

** The currency of the amount shall be in Rupees. or equivalent amount in a single freely convertible foreign currency.*

Appendix B - Schedule of Payments and Milestones

(Revised)

KMRC shall make payments to the ISA based on the stage payments as shown below. The stage payments shall be made on completion of the corresponding activities after necessary deductions.

The percentages shown will be made for each activity based on the amount quoted in each currency.

Note: The progress schedule (weeks from letter of Acceptance) is indicative and will be finalized during contract execution.

The schedule of key dates for S&T Contractor as per the Project Implementation Plan approved on 13.09.12 for Kolkata East West Metro Project is attached in appendix E of this annexure. The Tenderer should comply with the key dates for ISA contract.

| S.No. | Activity completed | Reference clause as per Appendix A- Scope of Services | Stage of payment of Lump Sum | Progress schedule (weeks from date of letter of acceptance) |
|-------|---|--|------------------------------------|---|
| A | B | C | D | E |
| | Obtain the "Notice of No Objection" or "Notice of No objection subject to ----" from the Employer's representative for: | | | |
| 1 | Safety Audit and Assessment Plan | 7.1 | 10% | |
| 2 | Quarterly Audit Reports (A proportionate amount of the 32% of Lump Sum price will be paid based on actual activity during the quarter. It is currently envisaged to be approximately 2% per report but, as above, this may vary) | 7.4 | 32% | |
| 3 | ISA Safety Certificate for Phase I | 7.6 | 12% | |
| 4 | Combined safety audit and assessment report for Phase I | 7.5 | 14% | |
| 5 | ISA Safety Certificate for Phase II | 7.6 | 12% | |
| 6 | Combined safety audit and assessment report for Phase II | 7.5 | 20% | |

The percentages shown will be made for each activity based on the amount quoted in each currency.

Note:

- Please specify the weeks for completion of milestone activities from 05-09-2011 when Notice to Proceed was issued to S&T Contractor in column (E) above adopting to suit the date of completion of each section given by S&T Contractor.

2. The schedule of key dates for S&T Contractor as per the Project Implementation Plan approved on 13.09.12 for Kolkata East West Metro Project is attached in appendix E of this annexure. The Tenderer should comply with the key dates for ISA contract. or any amendments therein as per Employer's Requirements (Scope of Services).

**HRBC Bhawan,
Munshi Premchand Sarani,
4th Floor, Kolkata 700 021
India**

**CONTRACT AGREEMENT
(Revised)
CONTRACT ISA**

This Contract is made at Kolkata on day of by and between:

(1) Kolkata Metro Rail Corporation Limited, represented by the CE(S&T), with office located at 4th Floor, HRBC Bhawan, Munshi Prem Chand Sarani, Kolkata ,700021 hereinafter referred to as the “KMRC” or the “Employer”, as the case may be, of the one part, and;

(2) The Consortium comprising of:

a)a company registered and existing under the laws ofwith head office located atrepresented by Mr.and Mr.
Authorised to sign and bind the company under the power of attorney dated.....

And board Resolution dated.....(Note5)

b)a company registered and existing under the laws ofwith head office located at
represented by Mr.and Mr.
Authorised to sign and bind the company under the power of attorney dated.....

And board Resolution dated.....(Note5).

c)a company registered and existing under the laws ofwith head office located at
represented by Mr.and Mr.
Authorised to sign and bind the company under the power of attorney dated.....

And board Resolution dated.....(Note5)

(Note2) Who shall be jointly and severally liable for the undertaking of this Contract, hereinafter (Note3) collectively referred to as the “Contractor” of the other part.

WHEREAS the Contractor has established a consortium in accordance with Indian law and offered a tender for Independent Safety Assessment of the train control and signalling system and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

KMRC agrees to hire and the Contractor agrees to be hired for Independent Safety Assessment of Train Control & Signalling system for Kolkata East West metro Project under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as. The order of preference of these documents is as follows:

- Letter of Acceptance
- Form of Agreement
- Special Conditions of Contract
- General Conditions of Contract
- The Schedules
- Employer's Requirements
- Contractor's Proposal
- Any other documents forming part of the Contract

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the contractor will seek clarification from the Employer, whose decision shall be final.

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the services for Independent Safety Assessment of Train Control & Signalling system and in carrying out all duties and obligations imposed by the Contract Documents.

Clause 3 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Contractor the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

Clause 4 Value of Work and Completion Time:

The Employer agrees to pay for the total cost of the Works and the Contractor agrees to accept the sums mentioned below in the following currencies, to be the total cost for the Work carried out by him as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Total Fixed Lump Sum Price

- (i) In Rupees(.....Rs) ;and
- (ii) In Foreign Currency of:(.....)

The above amounts include all taxes, duties, levies, cess and any other charges leviable, and tax to be deducted at source.

The Contractor shall complete The services within(.....) week from the date stipulated in the letter of acceptance, issue by the Employer .

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

Employer

Kolkata Metro Rail Corporation Limited
HRBC Bhawan,
Munshi Premchand Sarani,
4th Floor, Kolkata 700 021
India

Consultant

.....
.....
.....

Clause 6 Obligation of tax law

- a) the contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the employer fully indemnified against liability of tax, interest, penalty, etc. of the contractor in respect thereof which may arise.
- b) The contractor should obtain necessary certificate from the assessing officer, under the relevant provisions of the income Tax act of India , for the rate at which income tax is to be deducted from the payments to be made to him. Pending submission of such certificate, KMRC will deduct income tax at source as per applicable provisions under the income Tax act. The contractor may, therefore, submit the certificate before the advance payment becomes due.

Clause 7 Integration:

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous

negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8 Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 9 Language

This Contract Agreement and the other Contract Documents are made in the English language. Three copies of the contract document shall be prepared.

Clause 10 Jurisdiction of court

Courts at Kolkata shall have the exclusive jurisdiction to try all the disputes arising out of this agreement.

This Contract is made in three copies with identical wording. Both parties having thoroughly read and understood the contents hereof sign their names and affix the seal (if any) in the presence of witness and each shall retain one copy.

KMRC, The Employer

Kolkata Metro Rail Corporation Limited

.....The Consultant

a)

b)

c)

()

WITNESS

FORM OF TENDER

APPENDIX 1 CONTRACT CONDITIONS

(Revised)

| | | |
|----|---|--|
| 1. | Amount of Performance Guarantee (ITT Clause 9) | 10% of the Contract Price in types and proposition of currencies in which the contract price is payable. |
| 2. | Amount of Tender Security | Rs Two lakhs or equivalent amount in a single freely convertible foreign currency. |
| 3. | Latest date for commencement of the Works | Date of Issue of Letter of Acceptance issued by Employer. |
| 4. | Liquidated Damages | 0.05% of the total amount apportioned to the milestone relevant of Key Dates as per Appendix B to Annexure 1 of ITT per week of delay. Maximum limit of liquidated damages shall be 10% of the fixed lump sum price accepted for whole of the works. There is no maximum limit in levy LD for delay in individual Key Dates. |
| 5. | Defects Liability Period Works (SCC clause 3) | Duration of Defects liability/ non-conformance to the tender specifications shall be a period of 1 year reckoned from the date each section is brought into use for the carriage of the fare paying public. |
| 6. | Value of Tenderers Professional Indemnity Insurance (SCC clause 10) | ** |
| 7. | Period in which all insurance have to be effected (SCC clause 10) | ** |
| 8. | Tenderers Name and Address | ** |
| 9. | Employees Name and Address | Kolkata Metro Rail Corporation Limited HRBC Bhawan, Munshi Premchand Sarani, 4th Floor, Kolkata 700 021 India |

** (Tenderer to Complete)

FORM OF TENDER

APPENDIX 4 OUTLINE PROJECT MANAGEMENT PLAN

(Revised)

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

FORM OF TENDER

APPENDIX 9 COPYRIGHT UNDERTAKING

(Revised)

Dated:

To

The Managing Director
Kolkata Metro Rail Corporation Limited,
HRBC Bhavan (4TH AND 5TH Floor)
Munshi Prem Chand Sarani
Kolkata-700021
India.

INDEPENDENT SAFETY AUDIT AND ASSESSMENT SERVICES FOR SIGNALLING & TRAIN CONTROL SYSTEM

CONTRACT ISA

We, (name of individual Tenderer/Joint venture/Consortia), hereby undertake that the Tender drawings 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 Independent Safety Audit and Assessment of the Signalling and Train Control Systems for Bangalore Metro Rail Project.

We further undertake that the aforesaid Tender drawings (if any) and documents shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the individual Tenderer/Consortium/Joint venture, their parent companies or sub consultants of the individual Tenderer/Consortium/Joint venture are, or will be involved with either in India or any other country.

Signed

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

INDEPENDENT SAFETY ASSESSMENT
OF
TRAIN CONTROL & SIGNALLING SYSTEM

Contract ISA

Instruction to Tenderer

Annexure 1

**Appendix E Schedule of Key Dates for Kolkata East West Metro Line based on
revised Train control and signalling schedule as per agreed Project
Implementation Plan Dated 13.09.2012
(Revised)**

Appendix E
Schedule of Key Dates for Kolkata East West Metro Line based on revised Train control and signalling schedule as per agreed Project Implementation Plan
Dated 13.09.2012
(Revised)

S&T KEY DATES

Key Dates - PHASE I and II

| No. | Description | Date |
|-------|---|------------|
| KD-00 | Provide Design input to elevated and UG Contract Design Consultants | 21.08.2012 |
| KD-01 | Preliminary Design Submission | 30.10.2012 |

Key Dates - PHASE I (from Salt Lake Sector-V to Sealdah)

| No. | Description | Date |
|-------|---|------------|
| KD-02 | Final Design Submission | 30.04.2013 |
| KD-03 | Factory Acceptance Test for Signalling and Telecom equipments | 20.10.2013 |
| KD-04 | Deliver Mobile Radio/BBRS & ATC equipment (1st unit to Rolling Stock Contractor) | 10.04.2014 |
| KD-05 | Mobile Radio /BBRS & ATC equipment (Last unit of the 1st set of trains to Rolling Stock Contractor) | 25.07.2014 |
| KD-06 | Completion of FOTS and other communication System | 05.10.2014 |
| KD-07 | Completion of EI at the Depot including ATP-ATO at the test track, transfer track and main line | 05.10.2014 |
| KD-08 | Complete S&T sub systems acceptance tests for integrated testing, commissioning. | 03.03.2015 |
| KD-09 | Safety Case | 03.05.2015 |
| KD-10 | Safety Certificate for Service Trial for Phase I | 02.06.2015 |

Key Dates - PHASE II (from Sealdah to Howrah Maiden)

| No. | Description | Date |
|-------|--|------------|
| KD-11 | Final Design Submission | 30.07.2013 |
| KD-12 | Factory Acceptance Test for Signalling and Telecom equipments | 23.07.2014 |
| KD-13 | Deliver Mobile Radio/BBRS & ATC equipment (1st unit to Rolling Stock Contractor) | 10.02.2015 |

| No. | Description | Date |
|------------|---|-------------|
| KD-14 | Mobile Radio /BBRS & ATC equipment (Last unit of the 1st set of trains to Rolling Stock Contractor) | 28.07.2015 |
| KD-15 | Completion of FOTS and other communication System | 30.06.2015 |
| KD-16 | Completion of EI including ATP-ATO on the main line | 30.06.2015 |
| KD-17 | Complete S&T sub systems acceptance tests for integrated testing, commissioning. | 12.03.2016 |
| KD-18 | Safety Case | 12.05.2016 |
| KD-19 | Safety Certificate for Service Trial for Phase II | 12.06.2016 |

Kolkata Metro East West

Typical Project to Project Deltas

The following is a typical list of deltas that are encountered when a new project is started. This list is not comprehensive due to the fact that until final design is complete we cannot predict what will be different. For example, we know that there are some practices that the Indian Rail requires that are slightly different than that which is used in Europe or the USA. This fact may require the use of different hardware which will have to be evaluated by both our RAMS group and the ISA.

- 1) The application software for the ATP, ATO, Wayside Microloks, and the office control center will change to match the customer requirements. In general, the changes are not large but require a full set of qualification tests to be repeated to ensure Safety Integrity.
- 2) The amount of equipment is different (e.g., number of track circuits, bonds, insulated joints, etc.).
- 3) The Rolling Stock Parameters are different which affect the Block and Control line design. This in turn affects the double line track plan which affects OCC design and wayside equipment design.
- 4) Hardware obsolescence is always a fighting battle. Ansaldo will recertify the hardware with an ISA so that at the product level the board in question has all of its paperwork. The evidence will be given to the site ISA. The product is then tested in the system environment for system certification.

Ansaldo will work with the ISA to ensure there is a completely open line of communication. This is done to ensure that both sides have no surprises, and we can complete the project efficiently.

Best Regards,

Alan Swiss
Manager, Systems Integrators
Ansaldo-STS

| Sr. No. | Section | Description | Queries | Clarification |
|---------|---------------|-------------|--|--|
| 1 | ITT Clause 5 | | The ITT states for example that the Tender Security will be issued by a Scheduled Commercial Bank (including Commercial Foreign Banks) in India and that the Tenderer may also submit with his Tender in an equivalent amount in a single freely convertible foreign currency rather than in Rupees. Please confirm that anything in the ITT takes precedence over anything to the contrary in the Proforma Guarantees. | SF2- FORM OF BANK GUARANTEE FOR TENDER GUARANTEE is revised in line with ITT. Please refer SI.No. 1 of Addendum 1. |
| 2 | GCC Clause 11 | | The Tenderer will need to protect itself for claims in tort as well as for breach of contract, it is therefore requested that GCC clause 11 is amended to read: "Tenderer/Bidder shall be liable to pay compensation to KMRCL arising out of any claim for breach of contract or tort related to the Agreement. Such compensation shall be limited to the Contract price. Notwithstanding this, Tenderer/Bidder does not exclude any liability for death or personal injury from negligence, fraud or gross negligence." | Proposed amendment rejected |
| 3 | GCC Clause 20 | | Please confirm whether payment of invoices "promptly" would mean within 30 days from the date of our invoice, in accordance with our standard payment terms. | The clause is suitably modified to address the your concern. Please refer SI.No. 2 of Addendum 1. |
| 4 | GCC Clause 38 | | In order to comply with our policies, please confirm that any claims for breach of copyright or any intellectual property rights we will be allowed to defend any action on KMRCL's behalf and have the option to have control of any and all negotiations for settlement. | The eventualities contemplated are covered in the wording of GCC 38. Proposed amendment rejected. |
| 5 | SCC Clause 7 | | Please confirm whether this clause replaces both GCC 32 and 33. | This clause replaces 33. Please refer SI.No. 3 of Addendum 1. |
| 6 | SCC Clause 10 | | The last sentence of this clause states that the validity period for professional indemnity insurance shall be from date of commencement of works until five years after date of submission of Combined Safety Audit and Assessment Report. We can confirm that we maintain Professional Indemnity Insurance for our business on a yearly basis and therefore it should not be required to take out separate insurance for this project. Please confirm this is acceptable? This sentence should therefore be amended to: "The Contractor shall maintain insurance for a period of 5 years from the date of commencement of the works until five years after date of submission of Combined Safety Audit and Assessment Report for Phase II as appendix B to Annexure 1 of ITT." | The clause has been suitably modified. Please refer SI.No. 30 of Addendum 1. |
| 7 | SF-3 | | Form of Bank Guarantee for Advance Payments - If providing a 10% Advance Payment Guarantee this should only remain valid until 10% of the work has been completed, not until 90 days after the expiry of the defects liability period as the bank costs for this would be disproportionate. Also, please confirm that any Advance Guarantee will only be necessary if payment is requested before any work is undertaken by ISA. | The provision for mobilization advance has been withdrawn. FOT- Appendix 1- Contract Conditions, SCC clause 9 and SF-3 (Form of bank guarantee for advance payment) has been accordingly amended. Please refer SI.No. 4, 5 and 20 of Addendum 1. |

| | | | | |
|----|------------------------------|--|---|--|
| 8 | - | | We would propose undertaking most of the assessment work in our offices outside of India, supplemented with visits to Kolkata. Would you please advise whether KMRC could provide office accommodation for these visits? | We understand your representative will be visiting and requires desk space. As such no other support shall be provided apart from the desk space. |
| 9 | - | | We note the requirement for audit visits to the S&T Contractor. Could you please confirm the location for these. Will there be requirement to visit locations other than Kolkata, Genoa and/or Brisbane? | The S&T contractor will be manufacturing and FAT in South Carolina/ Pittsburgh,USA. Testing and commissioning shall be done in Kolkata, India. Some testing of onboard equipment shall be done at RS contractor's premises in Spain. The bidder is requested to suitably cater for these requirement in their offer. |
| 10 | Appendix 7, page 10, S.No. 5 | 2a | Considering the number of similar assignments undertaken by consultants in India and abroad, it is requested that the eligibility requirement be amended to include one completed project and one ongoing project. The experience of ongoing project will demonstrate that the bidder has the capability to undertake ISA work for systems involving the latest technology. | Not agreed. |
| 11 | Appendix 7, page 10, S.No. 6 | The clause mentions "Is the tenderer/bidder as an organization, certified or accredited by an international Body or by a National Railway to independently audit/assess Signalling and Train Control System of Metro Railways? (Copy of certificate to be furnished with the bid)" | It is requested that instead of certification specifically for signalling and train control system of a metro rail, certification from a body/railway as a safety assessor for metro or railways be accepted. The bidder's capability to carry out safety assessment for a metro is already demonstrated by the above clause 5 of appendix 7. | Not agreed. |
| 12 | | | At which location will the TCS be developed? | Pittsburgh and South Carolina, USA |
| 13 | | | At which location will the FAT of the TCS take place? | Pittsburgh and South Carolina, USA |
| 14 | | | Is there already a GASC and/or NoBo certificate for the components used for the TCS | Yes |
| 15 | Appendix 7 question number 6 | | In appendix 7 question number 6 a question is raised regarding a certification or accreditation. In the EU but also in various other countries in which Tenderer has carried out safety management and ISA activities or tendered for similar projects after being prequalified an accreditation and or certification was never required. In all of these countries the proof that Arcadis has carried out the work was required. As such Tenderer cannot provide such an accreditation or certification. | Not agreed. |
| 16 | Appendix B | | In Appendix B schedule of Payments and milestones it is stated under the numbers 3 and 5 that each ISA safety certificate is linked to 12% of the lump sum price. However if the contractor does not meet the safety requirements, there will not be a safety certificate. We understand from this information that a failure of the contractor to meet his obligations would result in a penalty for the ISA, Is this correct? In our opinion the ISA should not be blamed for the failures of the Contractor. | Each contractor is obliged to complete the works in accordance with the respective contract. The event contemplated in the question are dealt with under SCC 5. |

| | | | | |
|----|---|--|--|--|
| 17 | Appendix B | | In Appendix B schedule of Payments and milestones payments are also linked to key dates based upon a defined schedule. What happens if the project is delayed by the contractor and this results in extra costs for the ISA, are these extra costs compensated? | The events contemplated in the question are dealt with under SCC 5. |
| 18 | | | In our plans we assume a positive response needing only 1 iteration for a document from the contractor to address the issues raised by the ISA. If the documents need multiple iterations and meetings to come up to the level as needed. Is the ISA compensated for the extra costs? | Not agreed. The events contemplated in the question are dealt with under SCC 5. |
| 19 | | | In attachment A to scope of Services is in section 1.3 Software requirements in 1.3.1 (1) stated that the software should be 'designed.....validated in accordance with the CENELEC standards EN50126, EN50128, EN 50129 and EN50159'. Do these same requirements also apply for the hardware of the TCS or do other requirements apply? | The same specification applies to hardware as well. |
| 20 | Notice of Invitation to Tender | | Please can you confirm the completion period of the contract? | Completion period as of current Project Implementation Plan is given in the tender. |
| 21 | Notice of Invitation to Tender | | Please can you confirm that attendance at the pre-bid meeting is not essential? | It is optional. |
| 22 | Instructions to Tenderer. Section 3.4.1 | | Is it possible to contact ANSALDO in order to gain more information about the system and any developments? If so, please can you provide us with details of an appropriate contact within ANSALDO? | No. Details of an appropriate contact within ANSALDO will be provided to the appointed contractor under the interfacing provisions of the contract. |
| 23 | Instructions to Tenderer. Section 3.4 | | Regarding the meeting request, is it possible to hold such a meeting via teleconference? | Not agreed. |
| 24 | Instructions to Tenderer. Section 4.3 | | It stated in the contract that we should bid in Indian Rupees and in a foreign currency. Please can you confirm that a bid in GBP is acceptable? | Yes, it is acceptable. |
| 25 | Instructions to Tenderer. Section 7.1.1 | | Regarding the opening of the Technical Package in the presence of the tenderers, we understand this to mean attendance is not essential and absence will not affect determining factors. Please can you confirm if this is correct? | Attendance of tenderers at the opening of the Technical Packages is not essential and absence will not affect influence the award on the contract. |
| 26 | Instructions to Tenderer. Section 7.1.1.1 | | In addition to the previous query, can you confirm the same with respect to the Financial Package opening? | Attendance of tenderers at the opening of the Financial Packages is not essential and absence will not affect influence the award on the contract. |
| 27 | Form of Tender. Appendix 1. No. 4 | | Please could you clarify the liquidated damages information? It is not clear if such damages are limited to 10% of contract value or are unlimited. | The maximum limit of liquidated damages is 10% of the fixed price lump sum accepted for the whole of the Works. |
| 28 | Form of Tender. Appendix 1. No. 7 and 8 (value of insurances) | | Please can you clarify these requirements or confirm that tenderer is to supply the levels of insurance available? | Refer to SCC10 |
| 29 | | | Please can you confirm where rolling stock signalling equipment fitment will take place? | The fitment of 1st set of Rolling Stock shall be done at RS contractor -CAF's manufacturing facility in Spain. Subsequently, the remaining RS rakes shall be fitted and tested with signalling equipments at Kolkata, India. |
| 30 | | | Can you confirm that rolling stock testing will take place in the same location as fitment and on site in Kolkata, but at no other locations? | Yes, it is confirmed. |

| | | | | |
|----|--|--|--|--|
| 31 | Scope of services, section 4.2 a) | | Please can you confirm what existing safety demonstrations / third party assessments exist for the equipment to be supplied? | The details of existing safety demonstrations / third party assessments will be provided to the appointed contractor under the interfacing provisions of the contract where available. |
| 32 | | | Can you confirm what functionality, if any, is being added to the signalling and train control system to be supplied, as part of the Kolkata East West Metro Line project? | The details of functionality to be added to the signalling and train control system is provided in a statement from Ansaldo in Annexure 1- Ansaldo's Project Deltas. |
| 33 | Scope of services, section 5.5, Safety Audit Locations | | Can you identify whether any additional audit locations will be involved other than S&T contractors premises in USA? | RS contractor - CAF's manufacturing facility in Spain and in Kolkata, India. Audit may be required at the Platform Screen Door suppliers facility (to be appointed). |
| 34 | | | Can a bid from our Indian subsidiary company be tendered on the basis of the accreditation, experience and expertise of our European parent company? | No. Such a bid must be in the name of the parent company. |
| 35 | | | Kindly confirm that the ISA of the PSDs is not in our scope. | PSDs are included in the ISA scope. See Clause 4.1 of Scope of Services. |