



Kolkata Metro Rail Corporation Limited.

BID DOCUMENT

FOR

Tender No: - KMRC(GM)-116/Hired Vehicle 2018

**Name of Work:-Hiring of 27 (Twenty seven) no. Road vehicle for
KMRCL at Kolkata under the jurisdiction of MD,KMRCL, Kolkata.**

Single Packet OPEN TENDER

Date of Opening: 10.05.2018

**TENDER DOCUMENT
NOT TRANSFERBALE**

**Kolkata Metro Rail Corporation Limited
KMRCL Bhawan, MunshiPremchandSarani
Kolkata – 700021
Telephone No.033-2213-4345
FAX No.033-2213-4380**

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CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT:-		
Sr. No.	Description	Done or Not
1.	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	
2.	Declaration regarding no relative being employed on KMRCL at Annexure –V has been filled.	
3.	Address for correspondence has been given at Serial No. 11 of Section 1 , and Envelope has been addressed accordingly.	
4.	Tenderer(s) General information filled up in Annexure – I with attached documents / proof page marked/ indicated.	
5.	All the Annexure from Annexure – I to Annexure – VIII were properly filled up and relevant documents were attached and indicated in Annexure, where asked for.	
6.	Company seal should have been put on every page.	
7.	The tender shall be accompanied with the following:-	
	1. EMD as per NIT/Clause No. 3.7 of Section-3 has been attached.	
	2. Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	
	3. Partnership deed/resolution as applicable has been attached.	
	4. Power of Attorney as applicable has been attached.	
	5. Any other relevant documents have been attached.	
8.	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as a part of tender offer.	
9.	RATES TO BE QUOTED ON RATE SHEET ONLY.	

Kolkata Metro Rail corporation Limited
KMRCL Bhawan, Munshi Premchand Sarani
Kolkata – 700021
Telephone No.033-2213-4345; FAX No.033-2213-4380

Forwarding letter by Tenderer (s)

To,
The Managing Director,
KMRCL,KMRCL BHAWAN,
Kolkata-700021.

Name of Work: - Hiring of 27 (Twenty seven) no. Road vehicle for KMRCL at Kolkata under the jurisdiction of MD/KMRCL/Kolkata.

Ref:-

I/We have read the various conditions of tender attached hereto and hereby agree to Tender by the said conditions. I also agree to keep this single packets open tender for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Bid deposit'. I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the KMRCL Administration.

1. A sum of Rs. _____ has been forwarded as bid deposit money. The value of the bid deposit money shall stand forfeited without prejudice to any other rights or remedies if :

I/We do not execute the contract agreement within 7 days of receipt of notice by the KMRCL Administration that such documents are ready.

OR

I/We do not commence the work within 15 days after receipt of orders to that effect.

OR

After submitting my/our tender, if I/We resile from my/our offer or modify the term and conditions there in a manner not acceptable to the KMRCL.

2. I/We agree to give the performance Guarantee (PG) in a form of irrevocable bank guarantee /FDR issued by any Scheduled Bank amounting to 5% of the contract value to the Railway within 30 days after issue of letter of acceptance and before signing of the agreement as per Annexure VIII.

3. Until a formal agreement is prepared and executed acceptable of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of witness

Signature of Tenderer(s)

Address:.....

Date:-

SECTION: 1**Kolkata Metro Rail Corporation Ltd.****(A PSU under Ministry of Railways.)****NOTICE INVITING TENDER****Tender No. KMRC(GM)-116/Hired Vehicle 2018**

Sealed tender are invited by the Managing Director, Kolkata Metro Rail corporation Limited, Kolkata from established and reputed contractors for the works as under for two years :-

1	Tender No.	KMRC(GM)-116/Hired Vehicle 2018
2	Name of work	Hiring of 27(Twenty seven) no. Of Road vehicle for KMRCL at Kolkata under the jurisdiction of MD,KMRCL,Kolkata
3	Duration of Contract	Twenty Four Months.
4	Estimated Cost of work	Rs. 1,17,96,000.00 per year.
5	Type of BID	Single packet open Tender
6	Bid deposit	Rs. 2,50,000.00
7	Sale of Bid documents form	16.04.2018 30.04.2018 or the same will be available in KMRCL website for day's indicative above.
8	Last date of receipt of Bid	10.05.2018 up to hrs. On 15:00
9	Opening of bid	10.05.2018 on hrs.15:30
10	Validity of offer	90 (Ninety) days from the opening of tender.
11	Address of communication	Office of the Managing Director, Kolkata Metro Rail Corporation Limited, KMRCL Bhawan, 3 rd Floor, Munshi Premchand Sarani, Kolkata – 700 021.

Tender form can be purchased from the above address on all working days from 16.04.2018 and upto 30.04.2018 on all working days on payment of Rs.2000/- (Two thousands) from 11:00 hrs to 16:00 hrs, in the form of Demand draft/Banker's Cheque in favour of "Kolkata Metro Rail Corporation Limited payable at Kolkata" issued by any Nationalised and scheduled Commercial Bank.

The tender document can also be downloaded from company's website "www.kmrc.in" and the same will be accepted along with the tender fee of Rs. 2000/- (Two thousands) through a separate Demand Draft drawn on any Nationalized/scheduled bank favouring Kolkata Metro Rail corporation Limited, payable at "KOLKATA". Offers without cost of tender documents are liable to be rejected.

Note: Any further Addendum/Corrigendum will be posted on KMRCL website only. Interested bidders are advised to check the KMRCL website for any Addendums/ Corrigendum.

SECTION: 2**Invitation for Bids (IFB)**

Dear Sir,

Managing Director, KMRCL, Kolkata, for and on behalf of KMRCL, invited in single Packets Open Tender system, from the tendering firms for hiring of vehicles.

2.1 SCOPE OF WORK

2.1.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to KMRCL on hiring basis. (As per SECTION -6 and SECTION-5 of the tender document)

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

Sl. No.	Tender No.	
1.	Name of work	Hiring of 27(Twenty seven) no. Of Road vehicle for KMRCL at Kolkata under the jurisdiction of MD, KMRCL, Kolkata. The details are as follows: <ul style="list-style-type: none"> • Five nos. Innova/Ciaz/Honda City • Ten nos. AC Dezire/Sumo/Bolero or similar types. • Twelve nos. Non AC Dezire/Sumo/alto/Beat/Indigo or similar types.
2.	Estimated Cost of work	Rs. 1,17,96,000.00 per year.
3.	Completion Period	Twenty Four Months.
4.	Cost of tender document	Rs. 2,000/-.
5.	Availability of tender document	16.04.2018 to 30.04.2018 or the same will be available in KMRCL website for day's indicative above.
6.	Type of Tender	Single packet open Tender
7.	Earnest Money Deposit(EMD)	Rs. 2,50,000.00/-
8.	Last date and time submission of Tender	10.05.2018 Up to 15:00 hrs.
9.	Date and time of opening of Tender	10.05.2018 at 15:30 hrs.
10.	Validity of Offer	90 (Ninety) days from the opening of tender.
11.	Authority and place for purchase/submission of tender document & address for communication	General Manager(Administration), Kolkata Metro Rail corporation Limited KMRCL Bhawan, Munshi Premchand Sarani Kolkata – 700021.
12.	Address of Communication	Office of the Managing Director, Kolkata Metro Rail corporation Limited KMRCL Bhawan, Munshi Premchand Sarani Kolkata – 700021.

- 2.2.1 The tender fee receipt/proof as per clause 4 of the tender document is to be submitted along with tender document.
- 2.2.2 Tender documents are also available on the official web site of KMRCL i. e. www.kmrc.in. In case of documents downloaded from internet, cost of tender form as in Para 2.2 Sl. No. 4 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

SECTION 3

Information and Instruction to Tenderer(s)

3.1 INFORMATION

- 3.1.1 Tender has been invited under 'Single Packet' system.
- 3.1.2 The Tenderer(s) may collect the Tender document from the address and timings mentioned in SECTION – I of the tender document.
- 3.1.3 Tender documents are also available on the official web site of KMRCL mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document. Tender received without tender fee shall be summarily rejected.
- 3.1.5 The tender document must be accompanied by a valid Bid deposit as per clause 3.7 of the tender document. Tenders received without Bid deposit shall be summarily rejected.
- 3.1.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender document shall be accompanied by EMD in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s).
- 3.1.7 All Tenders shall be submitted in accordance with the instruction contained in these documents (hereinafter called as Tender documents). Non- compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.8 A firm can submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.9 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.10 If the Tenderer(s) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of his / their tender, the KMRCL reserves the right to reject such tender at any stage.

- 3.1.11 The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 3.1.12 While quoting the rates, Tenderer(s) are expected to take into account the requirements and conditions of the tender documents.
- 3.1.13 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.14 The Tenderer(s) downloading the documents from website must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.15 Any wilful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.16 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No claim Certificate" and refer all or any disputes to arbitration.

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted "in sealed cover" which should be super scribed as:
- a) Tender No:- as mentioned in NIT in SECTION – I of the tender document.
 - b) Name of the work:- as mentioned in NIT in SECTION – I of the tender document.
- 3.2.2 Venue of submission of tender:-Managing Director, KMRCL, KMRCL Bhawan, Munshi Premchand Sarani, Kolkata– 700021 in the Tender Box kept in the 1st Floor.
- 3.2.3 The tender document should reach the office not later than date and timings mentioned as in NIT in SECTION – I of the tender document.

- 3.2.4 Tender box will be sealed on date and timing mentioned as in NIT in SECTION- I of the tender document.
- 3.2.5 Any tenders received late are liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and time of opening of the tender: - As indicated in SI no.9 of Section- I of the tender document.
- 3.3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are to be summarily rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. KMRCL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s) still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplement by the details of financial implications, if applicable. KMRCL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents.
- 3.3.4 If the date of opening is declared as holiday then, the tender shall be accepted up to 12:00 hrs. of the next working day and the same will be opened at 15:00 hrs. on the same day i.e, next working day.
- 3.3.5 On the date specified in the tender notice, the envelopes of all Tenderer(s) will be opened in the presence of Tenderer(s)/representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

3.4 GENERAL INFORMATION

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender document has been issued shall only be considered.
- 3.4.2 No extension in the Tender due date shall be considered on account of delay in receipt of Tender Document by post. KMRCL is not responsible for loss/delay of any tender in transit.
- 3.4.3 Issuance of Tender documents does not automatically means that such parties are considered qualified.
- 3.4.4 The agency selected will be awarded the work for period specified vide item 3 of Section- I of the tender document.
- 3.4.5 KMRCL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

3.5 VALIDITY OF PROPOSAL

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for forfeiture of his Bid deposit. The Tenderer(s) cannot withdraw their offer within the period of validity/extended validity.

3.6 TENDER FEE

- 3.6.1 Cost of tender form as specified in Section-I of the tender document is to be submitted in the form of pay orders, demand drafts from any Nationalized Bank or a Scheduled Bank in favour of “Kolkata Metro Rail corporation Limited” payable at KOLKATA.
- 3.6.2 In case of documents downloaded from website, cost of tender form as specified in Section-I of the tender document shall be submitted along with offer.
- 3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

3.7 EMD

- 3.7.1 The tender must be accompanied by a sum specified in Sl.No.6 of Section 1 of the tender document as EMD deposited in the form of demand drafts, Banker’s cheque from a Nationalized Bank or a Scheduled Bank. Earnest Money shall be in favour of KMRCL payable at Kolkata and duly discharged after affixing the revenue stamp on reverse side of the receipt and duly signed on it.
- 3.7.2 3.7.3 If the tender is accepted, the amount of EMD will be retained and adjusted as Retention Money for the due and faithful fulfilment of the contract. This amount of Retention Money shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 30 days after receipt of notice issued by KMRCL that such documents are ready or to commence the work within 07 days after receipt of the order to that effect.
- 3.7.3 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/returned after the award of the contract. The EMD deposit of successful Tenderer(s) will be retained as the Security Deposit. No interest will be paid by KMRCL on the above EMD deposit amount.

3.8 ELIGIBILITY CRITERIA

- 3.8.1 Company or Individual offering bid must process / arrange vehicles with valid Commercial license only.

3.9 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish “BRIEF DETAILS OF THE TENDERER(S)” (Annexure - I).
- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.
 - a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
 - b) As a Partner or Partners of the firm who is authorised to represent the firm; or
 - c) As a Director or General Manager or Secretary in a Limited Company who is authorised to represent the company.
- 3.9.3 The Tenderer(s) whose tender is accepted will be required to appear at the office of the Managing Director, KMRCL, KMRCL Bhawan, Munshi Premchand Sarani, Kolkata– 700021, in person or in case of firm or corporation, a duly authorized representation shall appear to execute the contract documents within 30 days after notice that the contract has been awarded to him and contract

documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Bid deposit accompanying the tender shall stand forfeited.

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.10.1 Tenderer(s)'s have to quote the rate in terms of a flat single percentage (%) in the document. This percentage shall be applicable on each item of uniformly.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Government and State Govt. /local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The tender prices shall be in Indian rupees only.
- 3.10.3 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.4 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

3.11 PROPOSAL EVALUATION

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by KMRCL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, KMRCL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax/e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s) representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.

3.12 ENGAGEMENT OF PERSONNEL

- 3.12.1 Persons provided should possess requirement of job (i.e. have driving licences and shall be educated) and have good behaviour and unblemished record and character.

3.13 AWARD OF CONTRACT

- 3.13.1 The KMRCL will issue a letter of Acceptance to the successful Tenderer.

- 3.13.2 Until a formal agreement is prepared and executed acceptance of their tender shall constitute a binding contract between KMRCL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of LOA by KMRCL Administration that such document is ready, as per conditions mentioned in Tender Document.
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 07 days from the date of issue of acceptance letter.
- 3.13.5 All expenses in drawing up the agreement and the cost of stamp duly if any shall be borne by the Agency.

3.14 CONFIDENTIALITY

- 3.14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderer(s) who submitted the offer or to other persons not officially concerned with the process.

3.15 CHECK LIST

- 3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments to tender documents as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.

The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This however, does not relieve the Tenderer(s) of its responsibility to make sure his proposal is otherwise complete in all respects.

SECTION 4

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1 The expression "Department"/"Client"/"KMRCL"/"Corporation"/Employer as used in the tender papers shall mean Kolkata metro Rail Corporation Limited (KMRCL) which expression shall also include its legal successors and permitted assigns.
- 4.1.2 "Officer"/ "Officer-in-charge"/ "KMRCL's representative" of the work shall mean the KMRCL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 The "Contract" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by mutual consent.
- 4.1.4 The "Contractor/ Tenderers" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.5 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.6 The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.7 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8 A "month" shall mean a calendar month.

- 4.1.9 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week,
- 4.1.10 "Client" means Kolkata Metro Rail Corporation Limited.
- 4.1.11 "Day" means calendar day.
- 4.1.12 "Government" means the Government of India.
- 4.1.13 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.14 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.15 "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.16 "GCC" means the General Conditions of Contract,
- 4.1.17 "Letter of Acceptance" means the formal acceptance letter from the KMRCL of the Tender.
- 4.1.18 "Local Currency" means the currency of Government of India.

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 4.2.3 It is the KMRCL's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the KMRCL:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
- 1) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - 2) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

3) "Collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

4) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

b) Will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

4.3.1 Communications between Parties will be effective only when in writing. Verbal communication, if any, must be followed/confirmed in writing immediately thereafter. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

4.4.1 Words indicating one gender include all genders,

4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,

4.4.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and

4.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

4.5 LANGUAGE OF CONTRACT

4.5.1 The Contract has been executed in English, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

4.6 ENTIRE AGREEMENT

4.6.1 This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

4.7 MODIFICATIONS

4.7.1 The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Tenderer and the Tender Accepting authority.

4.8 CARE IN SUBMISSION OF TENDERS:-

4.8.1 Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

4.9 RIGHTS OF THE KMRCL TO DEAL WITH TENDER: -

4.9.1 The authority for the acceptance of the tender will rest with the KMRCL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the KMRCL to assign reasons for declining to consider or reject any particular tender or tenders.

4.10 OMISSIONS & DISCREPANCIES: -

4.10.1. Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

4.11 PARTNERSHIP DEED

4.11.1 The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, Tenderer(s) shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. KMRCL will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

4.12 AGREEMENT:

4.12.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Agency.

4.13 CHANGES IN ADDRESS:

4.13.1 Any change in the address of the contractor shall be forthwith intimated in writing to the KMRCL. The KMRCL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

4.14 OBLIGATION OF KMRCL

4.14.1 KMRCL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract

4.15 FORCE MAJEURE

4.15.1 The Obligations of KMRCL and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

4.16 INDEMNITY

4.16.1 The Tenderer(s) shall indemnify and hold harmless to KMRCL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

4.17 OTHER TERMS AND CONDITIONS

4.17.1 Contract shall be deemed to have commenced as on from date of issuance of letter of acceptance and shall be in force for a period of two years.

4.17.2 Notwithstanding anything contained herein KMRCL may, without any cause, terminate this contract by giving to the other 15 days written notice.

4.17.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

4.17.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between KMRCL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of KMRCL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other; under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of KMRCL.

4.18 LAWS AND REGULATIONS:

4.18.1 **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

4.18.2 **Resolving the disputes:** In case of disputes, between a Contractor and the Tender Accepting Authority, regarding this tender, decision of the Managing Director, KMRCL, shall be the final and binding.

4.19 INCOME TAX

4.19.1 Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

4.20 GST TAX will be applicable and paid as per rules.

4.21 PERMITS, FEES, TAXES & ROYALTIES

4.21.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all statutory taxes for Central Govt., State Govt or Local Bodies etc. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.22 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.22.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further KMRCL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/ Tendering contractor should bear the above fact in mind.

4.23 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

4.23.1 Contract shall be determined due to Firm/Contractor's default on the following grounds

- a) Becomes bankrupt or insolvent or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction]; or
- d) Has execution levied on his goods or property or the works, or
- e) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f) Abandons the contract, or
- g) Persistently disregards instructions of the KMRCL official or contravenes any provisions of the contract, or
- h) fails to take steps to employ competent and / or additional staff and labour,

Or

- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the KMRCL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the KMRCL, or
- j) Suppresses or gives wrong information while submitting the tender.

4.23.2 In any such case the KMRCL may serve the Firm/Contractor with a 7 day's notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the KMRCL, the KMRCL shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

4.24 DETERMINATION OF CONTRACT ON KMRCL'S ACCOUNT

4.24.1 The KMRCL shall be entitled to terminate the contract, at any time with one month notice, should, in the KMRCL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the KMRCL of such termination and reasons therefore, shall be conclusive evidence thereof.

4.25 SETTLEMENT OF DISPUTES

4.25.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under.

4.25.2 MUTUAL SETTLEMENT

All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

4.26 DEFENCE OF SUITS

4.26.1 If any action in court is brought by a third party against KMRCL or an officer or agent of the KMRCL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep KMRCL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

4.27 CONCILIATION/ARBITRATION

4.27.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

4.27.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

4.27.3 Director (P&P) of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be.

4.27.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation foils, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

4.27.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

4.28 AWARD TO BE BINDING ON ALL PARTIES:

4.28.1 The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

4.29 SUBSTITUTE ARBITRATORS:

4.29.1 If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4.30 INTEREST ON AWARDED AMOUNT:

4.30.1 Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

4.31 SETTLEMENT THROUGH COURT:

4.31.1 It is a term of this contract that the Tenderer(s) shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

4.32 JURISDICTION OF COURTS:

4.32.1 Jurisdiction of courts for dispute resolution shall be **Kolkata** only.

SECTION 5

SPECIAL CONDITION RELATING TO TERMS AND CONDITIONS FOR HIRING OF VEHICLE

5.1 PERIOD OF HIRING OF VEHICLE:

The period of hiring of vehicle is initially for 24 months. Further extension of duration if any will be by mutual consent and on satisfactory performance.

5.1.1 All other terms and conditions which are embodied herein below shall be deemed and taken to be part and parcel of the agreement.

5.2 SCOPE OF WORK AND DUTY:

5.2.1 Vehicle is required for transportation of Officer/Staff to various work sites of KMRCL extending from Salt Lake Sector-V to Howrah Maidan, Different Railway Offices and State Government offices & High Court etc. The vehicle will be based at KMRCL Bhawan, Kolkata. However KMRCL reserve the right, without any extra rates, to change the above base station of vehicle with prior notice of 15 days. Such change in base station will be done in case vehicle is required at new base station for at least three months.

5.2.2 Make of the vehicle shall be as indicated in Section 1 Column 2 of the Tender Document. The vehicle should be in good condition and should not be more than 3 years old at the time of contract. Vehicle should not have history of accident and shall not have any dent mark or other spots on the body. Vehicle shall be suitable for running on both types of road i.e katcha & pucca road. The vehicle should have taxi /tourist permit (commercial). The KMRCL shall have the right to reject the vehicle if not found in a satisfactory condition. Details of the vehicles have to be furnished in Annexure II.

5.2.3 No change of vehicle (s) shall be allowed normally without the prior permission of KMRCL. In case of non availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of KMRCL official, which KMRCL official in its absolute discretion may not grant.

5.2.4 The interior of the vehicle must be tidy with neat and loose replaceable seat cover. Exterior of, the vehicle shall also be presentable and acceptable to KMRCL. Good quality seat covers shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned on daily basis.

5.2.5 Vehicle shall have to report at nominated place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed once in a month, if required.

5.2.6 The driver shall report to the officer concerned to whom the vehicle is attached at nominated place. The duty hours and Km shall be counted on reporting for duty at nominated place and till release of the vehicle for the day. In case of situation where this is not applied the officer to whom the vehicle is attached shall decide the count of duty hours and Kms for both reporting and release of vehicle. Vehicle will be hired for

360 hrs. in a month with average daily working of 12 hrs. and shortfall/excess on any working day will be adjustable.

- 5.2.7** Contractor shall maintain a separate log book in specified format which shall be signed jointly by the driver and verified by the Officer-in-charge. It will be the sole responsibility of the driver that log book is filled up daily and there is no erasing /cutting/over writing. If there is any erasing/cutting/over writing, the same shall be attested by the officer-in-charge using the vehicle or KMRCL's authorized representative. Timing and Kilometre reading shall be noted every day at the time of reporting at nominated place and release from same place.
- 5.2.8** Vehicle will be required generally for 12 hours every day, which will normally be from 09.00 to 21.00 hrs. Duty hours shall start from the time driver with vehicle reported to designated Officer and will end at the time when the driver is discharged off by the concerned Officer. However, occasionally timings may vary which will be indicated a day in advance. Tenderer should provide 24 hrs. Contact No. on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having incoming facility at contractor's own cost. The mobile of the driver should be kept in "switch on" mode for all 24 hours a day and on holidays also. If the mobile of the driver is found "switched off" on any occasion, a penalty of Rs. 100/- will be imposed for each such occasion.
- 5.2.9** Vehicle shall be required for full calendar months including Saturday and holiday (excluding National Holiday). Maintenance rest will be provided normally on all Sundays. In case of existence and emergencies, the vehicle can be called on Sundays and also National Holidays (15th August, 26th January and 2nd October). For each such Sunday or National Holidays either a compensatory maintenance rest will be provided or an extra amount of Rs.200/- shall be paid. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extant laws for which no extra payment will be made. If on demand, the contractor fails to provide vehicle on Sundays & National Holidays, penalty as stipulated in Para-5.6.12 will be levied.
- 5.2.10** The contractor shall ensure that all the meter particularly the odometer/speedometer and other devices of vehicle are always in working condition. If the odometer gets out of order, the same must be immediately reported to the officer-in-charge. The reading given by the Officer shall be the final and binding on the contractor in such cases.
- 5.2.11** The driver put on job by the contractor must always possess valid driving license, registration papers, and road tax paid receipt and Pollution Clearance Certificate, and insurance papers of vehicles against accident etc. as per rules and statutory obligations. Frequent changing of driver of vehicle will not be permitted.
- 5.2.12** The driver of the vehicle should be well mannered, experienced and educated. Driver should report for duty properly dressed. The driver must observe all the etiquette, protocol & extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.)while performing the duties. He has to make his own arrangement for lodging and boarding. No accommodation will be provided to the driver by KMRCL.

- 5.2.13** The drivers shall abide by the rule laid down by Transport authority/ motor licensing Authority or any authority relevant to the subject and shall always strictly follow the Traffic rules and regulation so as to ensure safety of the passengers. Any CHALLAN/penalty imposed on the driver will be borne by the contractor /service provider. In case of any accident, all the claims arising out of it will be made by the contractor/service provider.
- 5.2.14** No change of driver(s) will be allowed normally without the prior permission of KMRCL
- 5.2.15** All statutory taxes (except GST) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities. Toll tax & parking fee shall be reimbursed by the KMRCL on production of Parking/Toll receipts/slips. Driver should have adequate amount of cash for payment of toll tax, parking, filling of diesel, oil etc. and the driver should possess valid license, paper of vehicle like registration, PUC, permit for running the vehicle in Kolkata, West Bengal and the vehicle should be insured against accident etc., as per rules and statutory obligations.
- 5.2.16** The contractor shall be solely responsible for the compliance of statutory regulations applicable to contractor labour as also other Central and State Government Statutory regulations associated with works such as provision of the Work Men Compensation Act, 1923 etc. No liability whatsoever shall attach to the KMRCL on account of or any failure on the part of the contractor to observe these regulations.
- 5.2.17** KMRCL may provide open parking space during duty hours but parking shall be purely at contractor risk. Night time parking will be the responsibility of the contractor. The payable movement to and fro from garage shall be limited to (5 + 5) =10 km/working days.
- 5.2.18** During the currency of contract, vehicle cannot be used for any other purpose except for KMRCL with the vehicle.
- 5.2.19** The Contractor shall provide a spare wheel and necessary tools and other spare parts in a good working condition.
- 5.2.20** Vehicle must carry proper sticker of "Govt. of India undertaking" on front and backside.
- 5.2.21** The contractor shall be completely responsible for safe running of vehicle. KMRCL will not be responsible for any loss, damage, repairs, maintenance or accident to the Vehicles or driver during period of hire and contractor/supplier will indemnify KMRCL against any losses/damages arising out of it.
- 5.2.22** That the contractor agrees to indemnify to KMRCL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury for death by an accident under the workmen compensation Act.
- 5.2.23** KMRCL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

5.2.24 Contractor shall not object for carrying small materials like surveying and other equipment etc. in the vehicles provided by the contractor.

5.2.25 Driver should never be found under the influence of alcohol and drugs.

5.2.26 The contract shall be governed by the General Condition of Contract and Retention money and income tax shall be deducted as per extent rules. For the purpose of this contract, the General Condition of Contract, as issued by the Eastern Railway, with latest correction slip issued, shall be applicable.

5.3 SECURITY DEPOSIT

5.3.1 EMD deposited by the successful contractor with his tender will be retained by the KMRCL as security deposit for the due and faithful fulfilment of the contract by the contractor.

Security deposit shall be released to the contractor after satisfactory completion to the contract and after passing the final bill based on no claim certificate. The certificate should mention that work has been completed in all respects and the entire contractual obligation has been fulfilled by the contractor and that there are no dues from the contractor to KMRCL against the contract concerned. Before releasing the retention money unconditional and unequivocal no claim certificate from contractor concerned should be obtained.

5.3.2 The KMRCL reserves the right to terminate the contract if the contractor fails to render the services as per various provision of the contract. The contractor shall not be entitled for any extra rate/payment/claim on account of this. In such case of termination of contract on contractor's account, the entire retention money shall be forfeited and the firm shall be debarred for further hiring of vehicles in KMRCL.

5.3.3 The KMRCL reserves the right to short close the contract at any time, without any financial implication on either side, on administrative ground without assigning any reason thereof by giving one month notice in advance. The contractor shall not be entitled for any extra rate/payment/claim on account of this.

5.4 PERFORMANCE GUARANTEE

The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign has contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD/SD and other dues, if any payable against that

contract. The failed contractor shall be debarred from participating in re-tender for that work.

5.4.1 The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 2% of the contract value:-

- I. A deposit of cash
- II. Irrevocable bank guarantee
- III. Govt. securities including state loan bonds at 2% below the market value.
- IV. Deposit receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or any of the nationalised banks.
- V. Guarantee Bonds executed or deposits receipts tendered by all scheduled banks.
- VI. A deposit in Post Office Saving Bank.
- VII. A deposit in the National Savings Certificates
- VIII. Twelve years National Defence Certificates
- IX. Ten years Defence Deposits
- X. National Defence Bonds.

5.4.2 The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement in the format stipulated in Annexure VIII. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall extend the validity of PG extended to cover such extended time for completion of work plus 60 days.

5.4.3 The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (Five percent) for the excess value over the original contract value shall be deposited by contractor.

5.4.4 The Performance Guarantee (PG) shall be released after completion of the work based on "Completion Certificate", issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after submission of Performance Guarantee.

5.4.5 Whenever the contract is rescinded, the Performance Guarantee shall be en-cashed. The balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Partnership firm, then every members/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other partnership firm.

5.4.6 The KMRCL shall not make a claim under the Performance Guarantee except for amounts to which MD, KMRCL is entitled under the contract (Notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

- I. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the KMRCL may claim the full amount of the Performance Guarantee.
- II. Failure by the contractor to pay KMRCL any amount due, either as agreed by the contractor or determined under any of the Clause/Conditions of the agreement, within 30 days of the service of notice to this effect by KMRCL.
- III. The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full.

The contractor shall ensure that the concerned Banks renews the Deposit Receipts & Guarantee Bonds well in time as and when required.

5.5 DEFINITION APPLICABLE FOR THE PURPOSE OF HIRING:

5.5.1 The month shall be reckoned from first date on which the vehicle is put into the service and no deductions or additions will be made for number of days being more or less than 30 in a month (e. g. if the vehicle is put into service for the first time on 15th August, the month will be from 15th August to 14th September, 15th Sep to 14th October and so on).

5.5.2 Day means a calendar day starting from 00 hrs to 24 hrs.

5.5.3 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken into account and more than 30 minutes shall be considered as an hour.

5.6 RATES, PAYMENT AND PENALTY

5.6.1 The rates filled in the schedule shall be inclusive of all charges, taxes, duties, incidental charges, penalties etc. liveable by the State/Central Government and local bodies. The rates of hire are inclusive of road tax government levies and charges for inspection certificate as per statutory requirements for time to time. This is however, excluding GST which would be payable by KMRCL based on actual tax paid, subject to submission of documentary evidences at the prescribed rate of GST as quoted in section 7 of the tender document.

5.6.2 The rates are inclusive of all major/minor repairs, servicing of vehicles, cost of diesel, lubricants and other consumables as and when required for running of vehicles, salary, allowances and other benefits as admissible to driver from time to time.

5.6.3 No additional charges in any form except as stipulated specifically in various clauses of terms and conditions shall be admissible.

5.6.4 Payment of hiring charges will be made once in a month through NEFT on submission of bill as per accepted rates and after the due verification of log books as necessary by the KMRCL Official.

- 5.6.5 If the vehicle runs beyond 2000 km in a month, extra payment for additional Kms beyond 2000 Km shall be made as per the rate quoted and accepted for Item 2 of the schedule. Similarly if the vehicle is used for more than 360 hours in a particular month, an extra payment of additional hours of use as per the rate quoted and accepted for item 3 of schedule shall be made.
- 5.6.6 In case the driver, to make a night halt outside the place where the vehicle is based, the night allowance shall be payable @ Rs.100/-per night. However, the extra hours' payment as per item 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, KMRCL's decision shall be final.
- 5.6.7 Contractor shall ensure the punctuality in booking and supply of the vehicle so that vehicle is made available every time to the officer in charge even at short notices failing which the penalty shall be imposed as per clause 5.6.12.
- 5.6.8 The driver has to be well conversant about West Bengal state road network and cities like greater Kolkata. Driver must always carry his identity card and driving license with him.
- 5.6.9 If vehicle does not turn up on any day, penalty as specified in para.5.6.12 will be deducted from contractor bills in addition to above penalty, payment for that day will also not be released.
- 5.6.10 In the case of breakdown of the vehicle en-route during the course of operation, contractor has to provide substitute vehicle within the period of 02 hours plus reasonable running time from the garage of contractor to place of breakdown failing which a penalty at the rate specified in para. 5.6.12 shall be levied for the delay of each day; payment for days of non availability of vehicle will also not be released.
- 5.6.11 In the event of breakdown of the vehicle en-route responsibility of Transporting of the vehicle to his destination shall rest with contractor.
- 5.6.12 If a vehicle is out of order or under scheduled maintenance, an alternative vehicle with same specification should be made available, failing which penalty of Rs. 1000/-(One thousand only) shall be levied for each day. In addition to above penalty, payment for days of non availability of vehicle will also not be released on pro-rata basis.
- 5.6.13 If contractor fails to provide the stipulated inspection vehicle or similar vehicle on a particular day and officer concerned in the exigency of work permit other four-wheeler then payment shall be made at 80% of the accepted rate.
- 5.6.14 Punctuality in attendance and disciplined behaviour is of utmost importance for the driver. In case the driver is not found to the satisfaction of KMRCL's officers/Officials the same shall be changed by the contractor failing which a driver from the market would be arranged by the KMRCL and double the stipulated salary shall be charged from the contractor.

- 5.6.15 During emergencies the driver shall report the duty within one hour even during his off hours, on call, failing which a penalty of Rs. 200/- per fifteen minutes delay will be deducted from the bills.
- 5.6.16 Any officer nominated for the purpose shall inspect the vehicle engaged in service and in case of non-compliance of any of the condition, a penalty up to Rs. 200/- per case shall be imposed on defaulting contractor.
- 5.6.17 The rate quoted and accepted shall not be revised or altered during the currency of contract period except on account of variation in fuel, for which revision of rates will be done as per condition in subsequent Para.
- 5.6.18 Rate offered will increase or decrease by Rs.300/- per month for item No.1 and by Rs. 0.10 per km for item No.2 for every increase/decrease of Rs. 1.00 per litre in the prices of ordinary diesel. The basic rate of diesel for the purpose of above variation shall be taken the diesel rates at Kolkata on the date of issue of acceptance letter.
- 5.6.19 Payment of vehicle will be made on Pro-rata basis if vehicle hired for less than a calendar month.

5.7.0 GENERAL

- 5.7.1 The contractor shall be liable to honour Central and State law, statutory rules, regulation, notification like Legislation, local self government/municipal requirements etc. and shall be solely responsible for any breach thereof. KMRCL stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertently) by the contractor or his employee/ representative etc. of such statutory provision in force.
- 5.7.2 The contractor shall at all times indemnify to the KMRCL administration against all claims which may arise due to accident or otherwise under motor vehicle act or workman's compensation act or any other act or statute having bearing over the services and for engagement of workman, directly or indirectly for performance of work under the contract or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of omission or commissions on the part of the contract during the currency of this contract.
- 5.7.3 That the contractor agrees to indemnify to the KMRCL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the KMRCL Administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of section – 12 of the said act together with all or any cost incurred by the KMRCL administration in such connection and the contractor further agrees that the decision of the KMRCL officer with respect to the amount of such indemnity shall be accepted by him finally.

- 5.7.4 KMRCL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- 5.7.5 All other charges of Central Government State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 5.7.6 The contractor shall indemnify the KMRCL and its employee against any penalties, as Principal Employer, for any failure of the tender to honor various Central/State Government Laws/enactments. In case of any dispute regarding interpretation of any of the above quoted clauses, decision of the Managing Director/KMRCL, Kolkata will be final and binding on the contract.

SECTION 6**SCHEDULE OF APPROXIMATE QUANTITIES**

Name of Work:- Hiring of 27 (Twenty seven) no. Road vehicle for KMRCL at Kolkata under the jurisdiction of MD, KMRCL, Kolkata

SN	Description of Work	Unit	Quantity	Schedule Rate (Rs.)	Amount for 12 months
1	Monthly charge for provision of diesel driven vehicle for 12 months and up to 2000 Kms per month and 360 hours per month. Rate includes fuel, all taxes, license fee, permit, driver's wages, repairs, maintenance and insurance, except GST etc.	Per Vehicle Per month			
	A Innova/Ciaz/Honda City.		5	5 x 55,000/- = 2,75,000/-.	₹ 33,00,000.00
	B AC Dezire/Sumo/Bolero or similar types.		10	10 x 36,000/- = 3,60,000/-.	₹ 43,20,000.00
C Non AC Dezire / Sumo / alto / Bitz / Indigo or similar types.		12	12 x 29,000/- = 3,48,000/-.	₹ 41,76,000.00	
2	Extra charges for running of vehicle per Km. over item no. 1(Maximum 100 km per vehicle per month)	Per Km.			
	A Innova/Ciaz/Honda City.		do	@ Rs. 15.00	
	B AC Dezire/Sumo/Bolero or similar types.			@ Rs. 12.00	
C Non AC Dezire / Sumo / alto / Bitz / Indigo or similar types.			@ Rs. 10.00		
3	Rent of additional hours for vehicles hired under item no. 1 above and above 12 hours per day and accumulation of 360 hours in a month(maximum 40 hrs. a month /vehicle)	Per Vehicle Per hour			
	A Innova/Ciaz/Honda City.		do	@ Rs. 150.00	
	B AC Dezire/Sumo/Bolero or similar types.			@ Rs. 120.00	
C Non AC Dezire / Sumo / alto / Bitz / Indigo or similar types.			@ Rs. 100.00		
				Total	₹1,17,96,000.00
(Rupees One Crore Seventeen Lakh Ninety Six Thousand Only)					

Note: After completion of Schedule time and/or kms (360 hours/2000 kms) per month, the contractor can claim charges either extra kms or extra hours whichever comes higher as per use i.e extra hours and extra kms will not be paid simultaneously.

SECTION 7

RATE SHEET

Approximate Cost of work: ₹ 1,17,96,000.00/- (One Crore Seventeen Lakh Ninety Six Thousand Only) exclusive of GST charges.

N. B. :- 1. The bidder must quote their rate in terms of percentage above/below/at par on Schedule cost of work (i.e. ₹ 1,17,96,000.00/-). The applicable GST to be charged in the invoice is to be quoted separately invariably.

% age Above/Below/At par should be entered by the Bidder/Tenderer only for schedule-I in figures and words

Tender Value:

Mention the rate below

Tick the applicable choice below

In Figures Rs. 1,17,96,000.00

Above

At par

Below

Above

At par

Below

One Crore Seventeen Lakh Ninety Six Thousand Only.

GST Rate: In figure

In words

Signature and seal of Tenderer

NOTE-

- i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below.
- ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- iii) The Bidder/tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.

- iv) The bidder must tick the applicable description of rate mentioned in the boxes i.e. "Above" or "At par" or "Below". If the bidder fails to select the appropriate box by default the quoted rate will be considered as "Below". (This stipulation will not be applicable if bidder quotes "At par" in rates columns).

ANNEXURE - I

TENDERER(S)'S GENERAL INFORMATION		PROOF ATTACHED AT PAGE
1. Name of firm.		
2. Full name of Contractor/s:		
3. Year of Establishment.		
4. Registered Head Office:- Address:-		
5. Operation Address if different from above:		
6. Branch Office in India		
7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.		
8. Particulars of Registration with Government Semi-Government Organization, Public sector under-taking and local bodies etc.		
9. Bank A/C No. of firm with RTGS code for electronic clearance of the payment.		
10. Telephone number		
11. E-mail address & Web Site		
12. Tele-fax Number		
13. ISO Certification, if any (If yes, please furnish details).		
14. Pan No:		
15. PF/EPF Registration No:		
16. GST Registration No:		
1.The information furnished above shall be supported by authentic documents including registration number of the firm. 2.The copies of documents submitted shall be duly attested by a Gazetted Officer.		
Signature of the Tenderer/s:-		

ANNEXURE – II**DETAILS OF VEHICLES TO BE OFFERED**

Sl. No.	Registration No.	Maker	Model	Owned or under taking
01.				
02.				
03.				
03.				
04.				
05.				
06.				
07.				
08				

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

Signature of Tenderer/s

ANNEXURE – III

Self Certificate

- a. I/We have downloaded the tender form from the website www.kmrc.in and I/We have not tampered/modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with the KMRCL and/or prosecuted as per law.
- b. I/We are submitting a demand draft No.....dated
.....issued byfor Rs.
.....towards the cost of tender form.
- c. I/We certified that I/We are not black listed or debarred by KMRCL or Railways or any order Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of Tenders/Tenders.

Signature of the Tenderer/s:

Annexure I V

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on ----- day of -----(Month/year) between KMRCL, acting through Managing Director, KMRCL, KMRCL Bhawan, Munshi Premchand Sarani, Kolkata - 700021.(herein after called the "KMRCL") of the one part and (Name/address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the KMRCL is desirous that certain works should be executed by the Contractor viz. Contract No. ----- (hereafter called "the works", and has accepted a Bid by the Contractor for the execution of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
2. In consideration of the payments to be made by the KMRCL to the contractor as hereinafter mentioned, the contractor hereby convents with the KMRCL to execute and complete the works and remedy any defects herein in conformity in all respects with the provisions of the Contract.
3. The KMRCL hereby covenant to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written

(Name & address of the authorised Signatory) (Name of the authorised signatory on
 on behalf of contractor) on behalf of KMRCL)

Witness: Witness:
 1. 1.
 2. 2.
 Name and address of the witnesses to be indicated

Annexure V

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF KMRCL

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I/WE DO NOT OURRELATIVE/RELATIVES EMPLOYED IN THE KMRCL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

- 1.....
- 2.....
- 3.....
- AND SO ON.....

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTERS OF THE TENDER(S)'S RELATIVE IN KMRCL TO BE MENTIONED BY THE TENDER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S)'S

Annexure – VII

Details of works under progress in last three financial years including current financial year									
Sl. No.	Name of work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final cost of work	Date of commencement of work	Date of Actual completion of work	Certificate/ Credential available at page No	Remarks
1	2	3	4	5	6	7	8	9	10
<p>Note:- The tenderer/s must attach performance certificate issued by the organizations for which the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.</p>									
Signature of the Tenderer/s:-									

Annexure – VIII

**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE
(PG)**

Bank Guarantee No:-..... Dated:-...../...../.....

To,
Managing Director;
KMRCL;
KMRCL Bhawan,
Munshi Premchand Sarani,
Kolkata – 700021.

Reference Contact No: -, awarded on.....

This deed of Guaranty made this day of..... between..... (name of bank) having registered office atand branch office at(hereinafter referred to as “Bank”) of the one part and Kolkata Metro Rail Corporation Limited (hereinafter called the Employer) of the other part.

Whereas Kolkata Metro Rail corporation Limited has awarded the contract no. for the construction of(hereinafter called “ the Contract”)To M/sits registered office at(hereinafter called “the Contractor”).

Whereas the contractor is bound by the said Contract to submit the Employer an irrevocable performance security guarantee bond for the total amount of Rs.....(Rs. in words).

Now, we the unsigned (Name of the Bank official), of the bank being fully authorized to sign and to incur obligation for and on behalf of the Bank hereby declare that the Bank will guarantee the Employer the full amount of Rs..... (Rs. in words) as stated above.

After the contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by the reason of any breach by the said contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due or payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs 1,17,96,000.00 (One Crore Seventeen Lakh Ninety Six Thousand only).

We..... (Indicate the name of Bank), further under take to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the

(Continued from page 1, BG No. Dated

Contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present is being absolute and unequivocal.

The payment so made by us (Name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by..... (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we..... (Name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we..... (Name of the bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any

such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

(Continued from page 2, BG No. Dated

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

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

We..... (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.
(In words)
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serves a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day ofbeing herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal
Name.....
Designation:
Address:

Witness:

1. Name.....
Designation:
Address:

2. Name:
Designation:
Address:

(END OF TENDER DOCUMENT)