



KOLKATA METRO RAIL CORPORATION LIMITED
EAST WEST METRO PROJECT

TENDER DOCUMENT

Supply and Installation, of GI sheet Perforated Cable Tray, PVC Conduit in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro.

TENDER NO.
KMRC/CE(S&T)/Cable
Containment and
Conduit/OT/2

NOTICE INVITING TENDER
INSTRUCTIONS TO TENDERERS
FORM OF TENDER
GENERAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT
BILL OF QUANTITY
TECHNICAL SPECIFICATIONS
ANNEXURES

SEPTEMBER -2018

KOLKATA METRO RAIL CORPORATION LIMITED

KMRC Bhawan,
Munshi Premchand Sarani,
2nd & 3rd Floor, Kolkata 700 021
West Bengal, INDIA
Website: www.kmrc.in

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Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro.

NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Name of Work:

Kolkata Metro Rail Corporation Ltd. (KMRCL) invites Open Single Bid Tender from contractors who fulfil the qualifying or eligibility criteria as stipulated in Clause 1.1.3 of NIT for the work of Supply and Installation of GI sheet Perforated Cable Tray & PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS /TSS) of East West Metro.

1.1.2 Key details :

Estimated Cost	INR 42 LAKHS (approx.)
Tender Security amount (EMD)	INR Eighty Four Thousand (approx.)
Period of the Work	Three months
Tender documents on sale	From 12.09.2018 to 04.10.2018 (between 10:30 Hrs. to 17:30 Hrs.) on working days
Cost of Tender documents	INR 3000 (Demand Draft from a Scheduled Commercial bank based in India in favour of "Kolkata Metro Rail Corporation Ltd" payable at Kolkata.) <i>(Tender Document can be downloaded from KMRCL web-site. The cost of tender document shall be submitted along with the submission of the Tender. Tender documents downloaded and submitted duly signed without tender cost as stipulated above will be summarily rejected)</i>
Last date of Seeking Clarification	01.10.2018
Last date of issuing addendum	03.10.2018 2018
Date & time of Submission of Tender	05.10.2018 up-to 15:00 Hrs.
Date & time of opening of Tender	05.10.2018 2018 at 15:30 Hrs.
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	Managing Director, Kolkata Metro Rail Corporation Limited, <i>KMRCL Bhawan (2nd & 3rd floor), Munshi Prem Chand Sarani, Kolkata-700 021, India.</i>

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro.

This tender has been called for Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro.

1.1.3 ELIGIBILITY CRITERIA :

1.1.3.1 Eligible Bidders :

- i. The offers of only those bidders (proprietorship firms, partnerships firms, companies, corporations) will be considered who meets the requisite eligibility criteria prescribed in the Clauses of bid documents 1.1.3 of NIT.

Joint Ventures and consortiums are not allowed to participate in the tenderer.

- ii. A tenderer shall submit only one bid in the same tendering process. A tenderer who submits or participates in more than one bid will result into rejection of all offers consisting of cause, all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid in the same bidding process.
- iii. Tenderers shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation of documents related to procurement for the project; **or**
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation of documents related to the procurement for the project, if the personnel would be involved in any capacity on the same project.
- iv. The Tenderer/applicant must not have been blacklisted or debarred as on the due date of submission of bid by Government of India/ State Government / Government undertaking / autonomous body/reputed private organization body from participating in the tenders. The tenderer should submit an undertaking to this effect in ANNEXURE-9.

1.1.3.2 Minimum Eligibility Criteria:

A. THE TENDERERS WILL BE QUALIFIED ONLY IF THEY SATISFY THE CRITERIA AS GIVEN IN PARA A-1 BELOW DURING LAST FIVE YEARS ENDING DECEMBER 2017

A-1 WORK EXPERIENCE:- THE TENDERERS WILL BE QUALIFIED ONLY IF THEY HAVE CARRIED SIMILAR WORKS DURING LAST FIVE YEARS ENDING DECEMBER 2017 AS GIVEN BELOW:

- i) Any single work of “**Similar Nature**” of value at least Rs. 14.7 Lakhs (INR).

NOTE:

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- a) “**Similar nature**” of work is defined as below :-

Execution of any work of Signalling, Telecommunications, Electrical and LAN for cabling works using cable tray or similar arrangements in Railways/Central Govt. Organizations/Central Government Public Sector Undertakings (CPSU)/Airport Authority of India/ State Govt. organization/ State Govt. Undertakings. The work of cabling shall be either an individual work or a part of complete work of the Signalling, Telecommunications, Electrical and LAN where whole value of work will be taken into consideration for eligibility.

- b) The bidder should furnish a certificate from his client regarding successful completion of the said works.
- c) Details of experience of Supply, installation of the items in India or abroad and certificate from user of having satisfactory installation to be enclosed.
- d) Tenderer not submitting the following requisite information/document with the bid may note that his offer is liable to be rejected.
- i. Non submission of Tender Security amount (EMD) in original as per clause-5 of Instructions To the Tenderer (ITT).
 - ii. Non submission of financial data for latest last three audited financial years as per **ANNEXURE-12** along with audited balance sheets.
- e) For the above, documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted.
- f) Value of successfully completed portion of any ongoing work up to **July 2018** will also be considered for qualification of work experience criteria.

- B.** Financial Standing: The Tenderers will be qualified only if they have minimum financial capabilities as below:

- 1) The Tenderer should have **Positive Net Worth** in the Last Three financial Year i.e. 2015-16, 2016-2017, 2017-2018.

Net Worth is defined as (Paid up Equity Share capital + Reserves and surplus) – (Debit Balance of Profit & Loss Account + Intangible Assets).

- 2) The Tenderer shall have earned profit before Tax but after interest (PBIT) in the last three financial year i.e. 2015-16, 2016-2017, 2017-2018.
- 3) Tenderer’s **Average Annual Turnover** of last three audited financial years (2015-2016, 2016-17, 2017-18) should be equal to or more than Rs.63 Lakh.

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- 1.1.3.3** The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.
- 1.1.4** The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Managing Director, Kolkata Metro Rail Corporation Limited, KMRC Bhawan (2nd & 3rd floor), Munshi Prem Chand Sarani, Kolkata-700 021.
- 1.1.5** Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.6** Tenders shall be valid for a period of **90 days** from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as mentioned in ITT.
- 1.1.7** KMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the KMRC for rejection of his proposal.
- 1.1.8** Addendum/corrigendum, if any, will not be published in the newspaper and the same will be uploaded on KMRC's website mentioned above. Hence, all the prospective bidders are requested to check the KMRC website on a regular basis.

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INSTRUCTIONS TO TENDERERS

1 GENERAL INSTRUCTIONS

- 1.1 Managing Director on behalf of KMRC invites tenders from certified, established Contractor for Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduit in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro as per tender document "Bill of Quantities, Employer's Requirement & Technical Specifications".
- 1.2 The Tenderer shall bear all costs associated with the preparation and submission of its tender. All offers in the prescribed format at ANNEXURE-1 should be submitted by the prescribed date and time fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date, will be summarily rejected.
- 1.3 The tender documents are available on payment of a non-refundable fee of Rs.3000/- in the form of a cross Demand Draft/ Pay order/ Banker's Cheque issued from an Indian Scheduled Commercial Bank (excluding Co-operative Banks) drawn in favour of "Kolkata Metro Rail Corporation Limited" Payable at Kolkata, from:

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

In case, the Tender Document is downloaded from KMRCL web-site (available till date mentioned), the cost of tender document shall be submitted along with the submission of the Tender. Tender documents downloaded and submitted without tender cost will be summarily rejected. Downloaded bid documents in hard copy should be signed by the authorized representative of bidder and submit alongwith other relevant documents.

- 1.3.1 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English and signed by the authorized person who is signing the document. In the event of any dispute between an offer in a language other than English and its English translation, the English translation shall prevail.
- 1.3.2 The Tender document consists of:

**Notice for Invitation of Tender (NIT)
Instructions To Tenderers (ITT)
Form Of Tender (FOT)
Conditions of Contract (GCC & SCC)
Bill of Quantities
Employer's Requirement
Technical Specifications**

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ANNEXUREs 1-16

In case of any conflict between the above documents, the order of precedence will be as under:

1. Bill of Quantities
2. Technical Specifications
3. Employer's Requirement
4. ANNEXUREs
5. Instruction To Tenderer
6. Condition of contract
7. Tenderer's offer

1.4 Clarification of Tender Documents

Any clarification to be sought by the prospective bidders must be raised before 01.10.2018 by the authorized representatives through KMRCL Email or Letter addressed to KMRCL. Clarification for all the queries raised will be published /displayed at KMRC's website. No separate communication in this regard will be further entertained. However, it may be noted that clarifications will form part of the tender document.

1.5 Amendment of Tender Documents

Any amendments to this tender document will be published in the KMRC's official website /notice board. Prospective bidders are requested to regularly check the same in their own interest. Amendment once issued are part of the tender document and if there is any dispute between the amendment and original tender document, amendment will prevail.

2 COMPLIANCE WITH TECHNICAL SPECIFICATION

- 2.1 The materials offered should be in accordance with the stipulated technical specifications in the Tender Documents.
- 2.2 The bidders must comply with the stipulated technical specifications as mentioned in the tender documents.

3 INDIAN REPRESENTATIVE & HIS SERVICES/ FACILITIES IN INDIA

Not Applicable

4 In pursuance of the Public Procurement (Preference to make in India), Order 2017, the following procedure shall be adopted for evaluation of Bids:

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- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- (ii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

For the above purpose, the following will be the definition:

a) **Local Supplier:** - means a supplier or service provider whose product or service offered meets the minimum local content.

b) **Minimum Local Content:**

Local Content means the amount of valued added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. The minimum local content shall be 50%.

c) **Margin of Purchase Preference:**

The margin of purchase preference shall be 20%.

N.B. The local supplier at the time of bidding shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

5 EARNEST MONEY DEPOSIT (EMD)/TENDER SECURITY

5.1 The Earnest Money Deposit/Tender Security shall be only in the forms as mentioned below:

The Tenderer shall submit with his tender in a separately identified envelope, the original Earnest Money Deposit/Tender Security for a sum of Rupees Eighty Four Thousand only (Rs. 84,000/-) in the form of a DD/ Banker's Cheque/Pay order issued by scheduled commercial bank based in India.

DD/Banker's Cheque/ Pay order should be in favour of "KOLKATA METRO RAIL CORPORATION LIMITED" and shall be payable at "KOLKATA".

The Tender Security/EMD shall remain valid for a period of 90 days.

5.2 No interest will be paid by KMRCL on the Earnest Money Deposit/Tender Security.

5.3 The Earnest Money Deposit/Tender Security is liable to be forfeited if the tenderer withdraw or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

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- 5.4 The Earnest Money Deposit/Tender Security of the successful tenderer will be returned after the Contract Performance Bank Guarantee as required (Clause-8 of the General conditions of contract) is furnished.
- 5.5 If the successful tenderer fails to furnish a Performance Bank Guarantee as specified in clause-8 of the General Condition of Contract, then the Earnest Money Deposit/Tender Security shall be liable to be forfeited by KMRCL.
- 5.6 The Earnest Money Deposit/Tender Security of all unsuccessful tenderers will be returned by the KMRCL on conclusion of the tender through NEFT only. The refund of EMD through NEFT needs will be made by KMRCL in the bidder's bank account as per bank particulars to be attached while submitting the bids.
- 5.7 Any tender not accompanied by Earnest Money Deposit/Tender Security in the approved forms given in clause 5.1 of ITT shall be summarily rejected.

6 SUBMISSION OF OFFERS

- 6.1 All offers shall be in typed format only. No hand written bids will be accepted.
- (i) This is an envelope bidding open tender. Tenderer has to submit their offer in the packet. The bid (Packet) will be opened on due date (as per Notice inviting Tender or subsequent change in date as intimated in KMRC website). This packet must contain following:
- a) Earnest Money Deposit/Tender Security in a separate identifiable envelope;
 - b) All filled and signed Annexure;
 - c) Documents related to qualifying requirement of the tenderer;
 - d) Checklist as per ANNEXURE-5 to be filled.
 - e) Price bid as per format given in tender document as ANNEXURE- 1.
- 6.2 Any individual signing the tender or other documents connected therein should specify whether he is signing: -
- (i) As sole proprietor of the concern or as attorney of the sole proprietor
 - (ii) As a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the board of directors or in pursuance of the authority conferred by Memorandum and Article of Association.
 - (iii) As a partner or partners of the firm.
- 6.3 The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to KMRCL for verification.

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- 6.4 The price shall be written both in figures and words in the prescribed offer form. The bidder must specify the entire break up cost including applicable taxes while quoting. In case of discrepancy in prices in figures and prices in words, prices in words will prevail.
- 6.5 The Tenderer shall seal their offer in an envelope super scribing "Supply and Installation, of GI sheet Perforated Cable Tray, PVC Conduit in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro".
- 6.5.1 The envelope shall
- (a) Be addressed to the KMRC at the address given in the notice inviting tender (NIT)
 - (b) Bear the Tender Number on all the envelopes.
- 6.5.2 Unsealed bids will be summarily rejected.
- 6.5.3 Offers shall be as per the requirement of the Tender documents.
- 6.5.4 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed & sealed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
- 6.5.5 The tenderer should avoid ambiguity in his offer e.g. if his offer to his standard sizes, lengths dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as 'standard lengths' etc. should be avoided in the offer.
- (a) Tenderer shall quote the prices as per schedule of items mention in the schedule of rates in the manner and details called in for statement of prices as given in ANNEXURE-1.

7 PRICE BASIS

- 7.1 All the bidders are required to quote in Indian National Rupee (INR). The installation of the system will be made to respective locations of Central Park depending upon readiness of the location in Kolkata Metro Rail Corporation.
- 7.2 CURRENCY OF PAYMENT
- The contract price will be paid only in the Indian National Rupee (INR).
- 7.3 The prices quoted shall be final and not subject to any variation.

8 INSURANCE

- 8.1 All risk cover of the materials and insurance during Currency of Contract shall be arranged as CAR (Contractor All Risk) policy valid upto DLP Period by the successful bidder and copy of this CAR is to be submitted to Employer. CAR Policy should be in joint name. Contractor should submit a list of all insurer and photocopies of the same to KMRCL.

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9 OPENING OF TENDERS

9.1 Opening and Evaluation of Technical Tenders

- (a) KMRC will open the bids in the presence of bidder's designated representatives who choose to attend, at the time, date, and location as stipulated. All bidders or their Representatives must bring with them an authority letter on the letterhead of the bidder or their Indian Representative (as the case may be) duly signed by Competent Authority to attend the Tender opening, failing which they will not be allowed to attend the opening of the Tenders at KMRC.
- (b) KMRC shall read out and prepare a record of the tender opening that shall include as a minimum: Bidders names, designation, authority letter, any such other details as the KMRC may consider appropriate, will be announced by the KMRC at the opening.
- (c) Bid will be opened and examined as per minimum Eligibility Criteria of "Work Experience" , "Financial Standings" as laid down in clause 1.1.3.2 (A) & (B) of NIT and as per Technical Specifications of the Tender Documents. The tenderers, which do not qualify in any of the minimum eligibility criterion, shall not be considered for further evaluation and shall be rejected
- (d) Evaluation of Responsiveness

The employer will determine whether each tender is responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

- (e) Evaluation of Material deviation or reservation
 - Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:
 - Which affects in any substantial way, the scope, quality or performance of the Works;
 - Which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
 - Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.
 - Tender having any material deviation or reservation shall be disqualified and rejected.
- (f) Evaluation of qualifying conditions

A tender containing any qualification which

- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or

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- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

9.2 Evaluation criteria:

- (i) The successful bidder (who is technically responsive) will be decided upon the lowest price quoted **L1** for the total work to be executed at the Central park depot buildings of KOLKATA Metro Rail Corporation. The offers received from bidders should indicate CGST & SGST for the services to be provided as per quoted schedule of rates separately.

10 ACCEPTANCE OF TENDER & VARIATION

10.1 KMRCL may accept or reject any tender without assigning any reason.

10.2 KMRCL reserves the right to increase or decrease the quantity up to 25% of the service of items to be provided for the subject work by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% as per the accepted rate as per Annexure 1 under same term & condition of Contract without any additional cost over the accepted rate.

10.3 Successful bidder will be communicated by KMRC.

11 EFFECT AND VALIDITY OF OFFER

11.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action and claim, against KMRCL for rejection of offer. KMRCL shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against KMRCL.

11.2 The offer shall be kept valid for acceptance for a minimum period of 90 days (ninety days) calendar days from the last date of submission of Bids mentioned in initial NIT.

12 GENERAL

The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Offers, which are not complete in all respects as stipulated above, may be summarily rejected. For tender's guidance in submitting complete offers, a check List has been enclosed with the tender documents ANNEXURE-6 which must be filled with the tender.

13 LAST DATE OF RECEIPT OF TENDERS

The offer complete in all respects should reach the KOLKATA METRO RAIL CORPORATION LIMITED, KMRCL BHAWAN, KOLKATA, not later than the time and date as specified in the "NIT"

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or any change in date as intimated in KMRC website. The tenderer is required to put the tender document package in the office of KOLKATA METRO RAIL CORPORATION LIMITED.

14 CHECK LIST

A check List has been included at ANNEXURE-5 of this document. Bid submitted without checklist is liable to be rejected. The tenderers must fill the Check List & submit along with their offer.

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FORM OF TENDER

CONTRACT CONDITIONS:

Amount of Performance Guarantee	:	As mentioned in General Conditions of Contract Sub-Clause 8
Failure & Termination	:	As mentioned in General Conditions of Contract Sub-Clause 11.1
Earnest Money Deposit/Tender Security	:	Earnest Money /Tender Security of INR 42,000/- (Indian Rupee forty two Thousand Only) as described in ITT
Commencement of Service	:	Seven days time will be given from placement of the Letter of Acceptance
Tenderers Name & Address	:	M/s
Employer Name & Address	:	Managing Director, Kolkata Metro Rail Corporation Limited, KMRC Bhawan (2 nd & 3 rd floor),Munshi Prem Chand Sarani, Kolkata-700 021, West Bengal, INDIA
Contract Period	:	As per SCC Scope of Contract – 3 Months

Unpriced Items:

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not, shall be regarded as covered by other rates in the statements of Prices/tender Pricing. Accordingly, the Tenderer has to carry out that unpriced item. The tenderer shall take regard of the actual site conditions and the items entered in the various statements. The tenderer shall price his tender accordingly and the unit prices entered against a item shall be the full and only price paid for all work performed against that items except as described in the Tender documents.

Terms of Payments:

As mentioned in Clause 13 of GCC – Running Account (RA) Bills

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

1.1 "Acceptance of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender.

1.2 "Consignee" means where the service are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination stations.

1.3 "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, Technical Specification and ANNEXUREs particulars and the other conditions specified in the acceptance of tender and amendments.

1.4 The "Contractor/Bidder/Tenderer" means the person, firm or company with whom the order of the services to be provided is placed/participated/intend to participate in the tender.

1.5 "Drawing" means the drawing or drawings specified in or annexed to the specification

1.6 The "Inspecting Officer" means the person/team of KMRC specified in the contract for the purpose of inspection of equipment and includes his/their authorized representatives

1.7 "Particulars" include:-

a). Specifications;

b). Drawings;

c). "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;

d). Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.

1.8 "Inspection Test" means such test or tests as are prescribed by the specifications to be made by the Employer or his nominee during installation, and commissioning.

a). "Authorized Representative of Employer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Employer;

b). The "Employer" means Kolkata Metro Rail Corporation Ltd (KMRC).

c). "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;

d). "Site" mean the Stations / Depot as specified in the Tender Document at which equipment is required to be installed by the Contractor under the contract or any other place approved by the Employer for the purpose in KOLKATA.

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- e). "Equipment" means the goods in the contract, which the Contractor has agreed to supply under the contract;
- f). "Test" means such test as is prescribed by the particulars or considered necessary by the KMRC whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- g). "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and "Schedule of Requirements").;
- h). The delivery of the materials shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from KMRC /its representatives the consignee at metro stations
- i). "Writing" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
- j). Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act 1872, or the General Clauses act, 1897 as the case may be.
- k). "Facilities" means the Equipment to be provided and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
- l). "Employer" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Employer.

2. CONTRACT DOCUMENTS

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

3. SEVEREABILITY

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. TIME FOR COMMENCEMENT AND COMPLETION

4.1. The Contractor shall commence work on the Facilities within the period specified in the SCC Clause No.21 and without prejudice to the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified.

4.2. The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Tender Data Sheet.

5. CONTRACTOR'S RESPONSIBILITIES

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

5.1. The Contractor/Bidder Supply and Installatin of GI Sheet Perforated Cable Tray, PVC conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro.

5.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

5.3. The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

6. CONFIDENTIAL INFORMATION

6.1. The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

6.2 The Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

7. CONTRACT

7.1. This contract is for the Supply and Installatin of GI Sheet Perforated Cable Tray, PVC conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro.

7.2. The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of KMRCL or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the materials at such times as he may deem fit and to reject any of the materials which he may disapprove.

8. PERFORMANCE BANK GUARANTEE

8.1. The successful bidder shall furnish a Performance Bank Guarantee (PBG) @ 10% of the Contract Price before signing of the agreement for the period upto Defect Liability of 6 months after taking over the completed works in the proforma attached (**ANNEXURE-4**) from a Nationalized Indian Bank, payable at a designated bank branch located in KOLKATA within **30 days**. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Contractor. Work is to be executed as per requirement mention in the Contract. 50% of PBG will be released on completion of Contract Period. Balance 50% of PBG will be returned after six months that is defect liability period which will be considered from the date of taking over the completed work.

8.2 In any case PBG should be submitted within 30 days of date of issue of LOA. For the submission of PBG from 31 to 60 days from the date of issue of LOA, Contractor should pay penal interest @ SBI PLR

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

+ 2 % for the period of 31 days to 60 days. In case Contractor does not submit PBG within 60 days, the LOA will be cancelled and tender security forfeited.

8.3 KMRCL shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with KMRCL shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Employer may suffer.

8.4 Security Deposit / Retention money – As an amount of 10% of allotted value or Contract value will be taken as PBG at the time of agreement. No separate Security / retention money will be deducted from the RA Bill of the Contractor.

9. TAXES :

a (i) . The Contract price, subject to any adjustment thereto in accordance with the contract, shall be inclusive of all Taxes e.g., CWWC, State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST), Integrated Goods & Service Tax (IGST) payable to the authorities including all types of Custom related duties, etc. All Taxes/ GST rates shall be as prevailing on 28 days before closing date for submission of tender. The rates shall be all inclusive (including all taxes, duties etc).

a (ii) Tax deductions will be made at source as per statutory requirement from every payment made to the contractor at rates notified from time to time.

Nothing extra shall be payable over the quoted rates as accepted by the Employer, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.

The Contractor shall maintain complete records of State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST) in the state of West Bengal, Integrated Goods & Service Tax (IGST) in case of inter-state and any other levies/Cess, duties, etc. as applicable and payable to various authorities and submit the receipts/records as and when demanded in writing by the Employer for verification.

If the Employer obtains a waiver and exemption specific to Kolkata Metro Rail Project for any other taxes and duties, etc. in full or part thereof, the Contractor will be advised on the process to be followed to obtain exemption/refund of such taxes, duties, etc. from the concerned Authorities. The Contractor shall arrange for the remittance of the refund so obtained to the Employer. In case of exemption, the Contractor shall pay the amount calculated by the Engineer on account of exemption to the Employer either separately or the Employer at its discretion shall deduct the calculated amount from any payments due to the Contractor under the Contract. The maximum amount of reimbursement from the Contractor to Engineer is up to the amount included in the Contract Amount including amount increased by variation if any. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Employer & intimated to the Contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. If the Contractor fails to take the required action to obtain refund or exemption, the Employer may take action in accordance with the Conditions of Contract.

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

For the purpose of the Contract, it is agreed that the Contract Price specified in Annexure 1 (Price Schedule for Equipment) is inclusive of all taxes (SGST, CGST, IGST) and charges including custom related duties payable to the authorities prevailing at the date twenty-eight (28) days prior to the date of tender submission in the country where the Site is located (hereinafter called "Tax").

b) CHANGES IN COST DUE TO LEGISLATION

If any rates of Tax are increased or decreased, a new Tax is introduced or imposed, an existing Tax is abolished, which was or will be assessed on the Contractor, in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

10.0 DELIVERY:

10.1 Duration of the Contract

The completion date specified in the contract or as extended for the work to be executed of the System shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Employer.

10.2 Progress of Services

The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Employer for the purpose of ascertaining the progress of the deliveries under the contract.

10.3 Extension of Time

KMRCL may extend completion period of work to be executed of equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of KMRCL. The price quoted shall remain same even in case of extended delivery time line.

10.3 Defect of Liability Period (D.L.P.)

Defect Liability period is six months which will be reckoned from the date of handing over the completed work.

11. FAILURE AND TERMINATION

11.1. If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give Seven (7) days notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer /

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Engineer may deem to be reasonable. The Employer terminate the Contract if the Contractor fails to comply within 48 Hours after getting the notice and PBG will be forfeited and en-cashed by KMRC.

11.2 Liquidity Damage:

Liquidity damage will be applicable at 0.5% of Total Contact value at per week basis. The maximum limit of Liquidated Damages for Compensation to Designated Contractors shall be 10 % of the fixed lump sum price accepted for whole of the work.

12 FORCE MAJEURE

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

13 PAYMENT TERMS

13.1 The payment will be made to the Contractor on raised tax invoices on completed works at DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS /TSS of Central Park Depot Buildings. Payment will be released after certification of works by Engineer-in-charge.

13.2 Retention Money

Not Applicable

13.3 Price Variation

Price Variation clause is not applicable in this contract

14 INDEMNITY

14.1. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Employer against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Employer, the Employer shall notify the bidder of the same and the

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bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

14.2. The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

15 CORRUPT PRACTICES

The Bidder shall not offer or give or agree to give to any person in the employment of the Employer or working under the Contract of the Employer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Employer or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Employer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code,1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Employer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 11.

16 INSOLVENCY AND BREACH OF CONTRACT

16.1. The Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say: -

i) If the contractor being an individual or a firm: any partner thereof shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time-being in force or make any conveyance or assignment of his effects or enter in to any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act, or

ii) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture Holders to appoint a Receiver, Liquidator or Manager or

iii) If the contractor commits any breach of the contract not herein specifically provided for.

iv) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Employer and provided also the contractor shall be liable to pay to the Employer any extra expenditure he is thereby put to and the contractor shall, under no circumstances, be entitled to any gain or repurchase.

17 LAWS GOVERNING THE CONTRACT

17.1. This contract shall be governed by the Laws of India for the time being in force.

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

17.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of the tender has been issued.

18 ARBITRATION

18.1 In case of any disputes arising between the employer and the bidder, the matter will be referred to the Arbitrator solely appointed by MD, KMRC. All the decisions made by the Arbitrator shall be final and binding to both the parties.

18.2 Cost of Arbitration

The cost of arbitration shall be borne by the respective parties. The cost shall, in addition, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

18.3 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of city courts of KOLKATA.

18.4 Suspension of Work On Account Of Arbitration

There should be no impact on the ongoing Supply and Installation of Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro in case the matter is referred to Arbitration.

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. CONDITIONS GOVERNING THE CONTRACT

The special conditions of contract contained herein shall be supplemented to the general conditions of the contract and in event of any conflict or inconsistency between them; Special conditions of the contract will supersede the General conditions of the contract.

2. SCOPE OF WORK

The work covered in the tender includes Supply and Installatin of GI sheet Perforated Cable Tray, PVC conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro.

3. ELLIGIBILITY CRITERIA

As given in NIT clause 1.1.3

4. CONTRACT PERIOD

The Contract Period will be (3) three months for the work “Supply and Installatin of GI sheet Perforated Cable Tray, PVC conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro”.

5. SPARE PARTS & SERVICES:

Not applicable

6. TECHNICAL DOCUMENTS

Not Applicable

7. Not applicable

8. Not applicable

9. Not applicable

10. TENDERER’S DRAWING AND SPECIFICATION

Tenderer shall furnish with his tender, technical specifications and pamphlets, drawings or reference for the materials to be supplied for the contract.

11. SUPPLY OF EQUIPMENTS TO SPECIFICATION

All the materials and equipment to be supplied for the services shall be of Industrial grade. The tenderer has to load, unload and transport, install, testing, at his own cost. No additional amount will be paid by KMRC.

12. INSPECTION OF EQUIPMENT

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The bidder is required to furnish necessary documents / certificates duly approved by accredited laboratories/ agencies to support the following inspection test undertaken during manufacturing and prior to delivery as mentioned in Technical Specification and in the SCC of the Tender document. The documents / certificates are to be submitted by the bidder in the technical bid. All cost towards inspection will be borne by the bidder.

a) If the equipment which arrives at the destination does not meet the requirements of the technical specification, it will be ask to replace.

b) The cost of all tests and/or analysis affected at the manufacturer's or contractor's works shall also be borne by the contractor.

13. TENDERER's RESPONSIBILITY

All costs, damages and expenses which the **KOLKATA METRO RAIL CORPORATION LIMITED** may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may, at the discretion of the KOLKATA METRO RAIL CORPORATION LIMITED be recovered by deducting the requisite amounts from any moneys due and payable or refundable to the contractor on any account whatsoever or by legal proceedings. The KOLKATA METRO RAIL CORPORATION LIMITED also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor.

14. ACCEPTANCE TESTS OF THE INSTALLED EQUIPMENT & ITS SERVICES

a) Not Applicable

(i) Not Applicable

(ii) Not Applicable

(iii) Not Applicable

c) Not Applicable

d) Not Applicable

e) Not Applicable

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Not Applicable

20. Not Applicable

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

21. TIME FOR SUPPLY AND INSTALLATION

The equipment needs to be Supply and Installation within a period of Three (3) months from the time the location is made available. Further, care needs to be taken while shifting of the materials to the locations so that other installations at the buildings, flooring of the buildings are not damaged. If any damage to other installations happens, the contractor has to make good of the same or the amount will be deducted from the invoices.

22. AGENCY'S RESPONSIBILITY:

- Not Applicable

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro.

TECHNICAL SPECIFICATION

1. Scope

1.1 The scope includes the supply and installation of GI Sheet Perforated cable tray and PVC Conduits at the following buildings of Central park depot. Connectivity shall be given from the nearest cable trough to the different floor / locations of the said buildings. Bidder shall make necessary site survey at the following locations to understand the actual requirements before submission of their bid.

- i) DCOS
- ii) Workshop
- iii) Stabling Yard
- iv) Guard House (Secondary)
- v) ASS / TSSS

1.2 Cable connectivity are required at the following locations/ floor of Central Park Depot Buildings from the nearest cable trough:

- i) **Stabling Yard:** Electrical Panel Room, Control Panel, Auto Coach Wash Plant, Amentities for Cleaners, Spare Part Room, Cleaning Tool Room.
- ii) **DCOS:** All rooms of all floors.
- iii) **Guard House (secondary)**
- iv) **ASS / TSS Room**
- v) **Workshop:**

Ground Floor: Compressor Room, General Store, First Aid Room, Ambulance Parking, ATP/ATO, Technical Room, Supervisor Room.

First Floor: Library, Lab, Amentities (Gents), Amentities (Ladies), Electrical & Electronics Section, Supervisor & Office Staff Room, Meeting Room, Dining, Supervisor Room

1.3 Drawings of cable route at different locations are attached. Bidder may carry out site survey if he wishes, to identify the actual requirements of GI sheet Perforated Cable Tray and PVC Conduits before submission of Bid proposal. However, after Contract award and before commencement of said works, the Contract shall submit the detailed cable route plan for said locations and get it approved from Employer.

2. General

Contractor shall supply and install GI sheet Perforated Cable Tray, Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro. The materials shall be supplied with following specifications.

2.1 Cable Tray:

- i) GI Hot Dip / Power coated perforated type cable tray.

Supply and Installation of GI sheet Perforated Cable Tray, PVC Conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro.

- ii) 16 SWG (Approx. 1.60 MM) of 50 MM height.
- iii) It shall be suitable for indoor/outdoor use with moderate humidity and air pollution.
- iv) Coating shall be smooth, clean and uniform thickness and free from defect like ash, dross inclusions, bare patches, black spots, lumpiness, rust strains, blisters etc.
- v) The galvanising shall not adversely affect the mechanical properties of coated materials.
- vi) The joint of two tray shall be butt construction and shall be made of coupler plates of nuts and bolts. The coupler plates of nuts and bolts shall also be hot dip/powder coated.
- vii) The perforated tray shall be free from sharp edges and burns etc so that joint between two tray shall be without any clearance and properly matched

2.2 Conduit:

- i) PVC Conduit of 1.5 Inch (40 MM).
- ii) Shall be suitable for Commercial, industrial and utility usage.
- iii) Corrosion resistant.
- iv) Non –magnetic and non-galvanic.
- v) Self Extinguishing
- vi) Impact Resistant.

2.3 Other accessories required for cable tray and conduit works shall be of industrial standard.

Price Documents

Annexure-1

Schedule of items with its quoted rate

Sl. No.	Description of Works	Quantity	Unit	Item wise Total Price to be quoted in fig & words (Rs)
1	Supply and installation of perforated GI Cable Tray, 50mm, width, as per Technical Specification attached.	1900	metre	
2	Supply and installation of perforated GI Cable Tray, 100mm, width, as per attached Technical Specification	3500	metre	
3	Supply and installation of perforated GI Cable Tray, 150mm, width as per attached Technical Specification	85	metre	
4	Supply and installation of perforated GI Cable Tray, 200mm, width, as per attached Technical Specification	750	metre	
5	Supply and installation of perforated GI Cable Tray, 300mm, width, as per attached Technical Specification	440	metre	
6	Supply and installation of perforated GI Cable Tray, 450mm, width, as per attached Technical Specification	30	metre	
7	Supply and installation of PVC conduit pipes 1.5inch (40mm) for indoor telephone/ communication systems.	2000	metre	
8	Supply and installation of Junction Box, 4/3way PVC.	50	number	
	Total Cost			

Notes: -

- 1) All materials such as tray connectors, angles, fasteners, suspenders, nuts, bolts, etc, shall be supplied by contractors duly galvanized.
- 2) All logistics such as electricity, scaffolding, transports, storage of materials, etc. shall be arranged by the contractors. If the contractor wishes to take electricity from KMRCL, it shall be made available as per MKRCL's terms and condition and it shall be chargeable.

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- 3) All tools and plants required to carry the installation and fixing works shall be arranged by the contractors.
- 4) Major items such as cable tray, conduits shall be subject to inspection before they are supplied and delivered at site.
- 5) Employer shall have the right to inspect and approve any other materials used in the work. The contractor shall submit items to the employer.

ANNEXURE- 2

PROFORMA FOR PAST PERFORMANCE

COMMERCIAL DETAILS & PAST PERFORMANCE

A.COMMERCIAL DETAILS

- a) Name and Address of the Banker. A copy of the Banker's report should be enclosed.
- b) Last 2 Years turn over i.e. 2015-16, 2016-Dec 2017 (Documentary evidence should be enclosed).
- c) A copy of current valid ITCC (Income Tax) should be enclosed.

B. PAST PERFORMANCE

Details of orders for the quoted item executed should be furnished in the following format.

(Copy of PO to be enclosed)

Sr.N	Full address of Client/Employer	Contract Number and Date	Descriptions of works	Qty.	Value of Works	Date of Completion	Delivery Location

Date:

Signature:

Place:

Name of the Organization:

Designation:

Seal of The

Organization:

NOTE:

- a) In addition to above a certificate from the Employer should be enclosed to indicate that the contract was satisfactorily performed.
- b) The above proforma shall be submitted individually by contractor/Sub-Contractor for respective equipment

ELIGIBILITY CRITERIA - FINANCIAL

(Details to be completed by Tenderer even if Annual Report is separately furnished)

Sl. No.	Description	Actual for Previous 3 years ending 31.03.2017								
		Financial Year 2014-15			Financial Year 2015-16			Financial Year 2016-17		
		Exchange Rate	Respective currency	In equivalent INR	Exchange Rate	Respective currency	In equivalent INR	Exchange Rate	Respective currency	In equivalent INR
1	Total Assets									
2	Current Assets									
3	Loan & Advance									
4	Total Liabilities									
5	Current Liabilities									
6	Provisions									
7	Profit before Interest and Tax									
8	Profit before Tax and after Interest									
9	Profit after Tax									
10	Net worth#									
11	Average Annual Turnover									
12	Banking Limit (from Banking reference)									

Net worth (Paid up equally Capital plus Reserves & Surplus) – (Debit balance in Profit and Loss account + Intangible assets).

This information should be extracted from the Annual Financial Statements and Banking Reference.

Annexure-3 should be duly certified and signed by the Chartered Accountant.

SIGNATURE OF TENDERER

Supply and Installation of GI Sheet Perforated Cable Tray, PVC conduits in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of KMRCL East West Metro

PROFORMA OF PERFORMANCE BANK GUARANTEE FOR CONTRACT

(Refer Clause 8 of General Conditions of Contract)

Ref: Bank Guarantee No Date

1.This deed of Guarantee made this day of _____ between Bank of _____(hereinafter called the “Bank”) of the one part, and KOLKATA METRO RAIL CORPORATION LIMITED (hereinafter called the “the Employer”) of the other part.

2.Whereas KOLKATA METRO RAIL CORPORATION LIMITED, has awarded the contract for _____(Name of work as per clause 2 of SCC) (Hereinafter called the contract) to _____ (hereinafter called the Contractor). (Name of the Contractor)

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____(Amount in figures and words).

4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full Name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____(Amount in figures and Words) as stated above. This bank guarantee is payable at our designated bank branch ----- Located in KOLKATA.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur any without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till 12 (Twelve) months from the date of commencement of the work.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

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

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9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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

11. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....)

b) This Bank Guarantee shall be valid up to

c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the Bank have signed and sealed this guarantee on theday of (Month)..... (Year) being herewith duly authorized.

For and on behalf of TheBank.

Signature of Authorized Bank Official:

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the bank by the above named in presence of

Witness 1:

Witness 2:

Signature:

Signature:

Name:

Name:

Address:

Address:

ANNEXURE- 5

CHECK LIST (IMPORTANT NOTICE)

(A) The following check list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

1. Have you submitted a complete offer?

It should consist of the followings		
a	Price schedule in prescribed Performa ANNEXURE 1	Submitted / Not Submitted
b	EMD Deposit	Submitted / Not Submitted
c	Documents as per clause 1.1.3.2 A-1 (i) of NIT	Submitted / Not Submitted
d	Documents as per Clause 1.1.3.2 B (1,2,3) of NIT	Submitted / Not Submitted
e	Other document part of the tender to be submitted	Submitted / Not Submitted

2. Have you submitted other supporting documents to establish your eligibility?

It may consist of the following:

a	Required number of certificates from the user as per ANNEXURE 2 NOTE	Submitted/ Not Submitted
b	Income Tax Clearance Certificates	Submitted/ Not Submitted
c	Any other document asked by the purchaser if submitted, specify the document	Submitted/ Not Submitted
d	Or	
	Any Other document which the tenderer considers relevant	Submitted/ Not Submitted

Submitted/Not Submitted

Place: Signature & Seal of the Tenderer.....

Date: Name & Designation:

.....

ANNEXURE – 6

UNDERTAKING BY TENDERER

Name of the Tenderer

S.N.	Criteria	Yes	No
1	Has the tenderer abandoned any work in last three years?		
2	Has the tenderer delayed in similar work completion during orders executed in last three years?		
3	Has the tenderer suffered bankruptcy/Insolvency in the last three years?		
4	Has the tenderer been debarred /blacklisted by any multilateral/bilateral funding agency/Government of India/State Government/Central or state government undertaking?		
5	Has the tenderer been penalized for poor quality of the work in the last three years?		
6	Has the tenderer given any misleading information?		
7	Is the tenderer financially sound?		
8	Any other document to be submitted by the tenderer?		

Place:

Signature & Seal of the Tenderer:

Date:

Name & Designation:

ANNEXURE: 7

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

To,
Managing Director,
KOLKATA Metro Rail Corporation Ltd.,
.....,
.....,
.....,
.....,
India.

(Applicant to provide date and reference)

Dear Sir,

We hereby make application for Initial qualification as a tenderer of "Supply and Installation, of Perforated Cable Tray, PVC Conduit in Central Park Depot Buildings (DCOS, Stabling Yard, Workshop, Secondary Guard Room, ASS/TSS) of East West Metro.

In support of the application we submit herewith one original and one copy of the required documents.

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

Yours faithfully,

(signature)

Name of signatory:

Capacity of signatory:

Name and address of applicant

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ANNEXURE: 8

UNDERTAKING BY THE TENDERER FOR ENGAGING SUB-CONTRACTOR

Not applicable

ANNEXURE-09

UNDERTAKING BY THE BIDDER

An undertaking to the effect to be given by the bidder

This is to certify that M/S.....a reputed Firm has NOT been Black listed /Debarred by any Government/Government undertaking/semi-Government/ Govt. Controlled Institutions/projects/Reputed private organizations in India or Abroad.

Place:

Signature:

Date:

Name and Designation:

Seal of the Company:

ANNEXURE-10

REFUND OF EMD THROUGH NEFT

S.N.	Details	To be filled by the Bidder/Firm
1	Name of the Firm/Bidder	
2	Name of the account to which amount to be remitted	
3	Complete address	
4	Name of the bank	
5	Branch	
6	Address of the bank Branch	
7	Account Type	
8	Account Number	
9	IFS Code of the Bank Branch	
10	MICR Code of the Branch	
11	Whether a Cancelled cheque of the Bidder/Firm is submitted? (Please Tick)	YES/ NO

Certified that the information furnished above is correct.

Signature of the authorized person of the firm/Bidder with seal & Date

ANNEXURE-11

Financial DATA

Applicant's legal name Date
 Group Member's legal name..... Page of Pages

Each Applicant must fill in this form

S.N.	Description			
	FY	2015-16	2016-17	2017-18
1.	Total Assets			
2.	Current Assets			
3.	Total External Liabilities			
4.	Current Liabilities (inclusive of provisions if any)			
5.	Annual Profits Before Taxes			
6.	Annual Profits After Taxes			
7.	Net Worth [= 1 - 3]			
8.	Working Capital [=2 - 4]			
9.	Return on Equity			
10	Annual turnover			

ANNEXURE- 12

FINANCIAL DATA

NAME OF THE TENDERER:

(All amounts in Indian Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2013-2014	Year 2014-2015	Year 2015-2016	Year 2016-2017	Year 2017-2018
1	2	3	4	5	6	7
	Total value of work done as per audited financial statements					
<p>NOTE:</p> <p>1. Attach attested copies of the Audited Financial Statements of the last five financial years as ANNEXURE.</p> <p>The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature & stamp.</p>						

Signature of Chartered Accountant

Seal

Date

FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

(To be submitted on the letter head of the Bank with Contact details, Address, Phone Number, E. Mail id, etc.)

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature:- _____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

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ANNEXURE: 14

FORM OF BANK GUARANTEE FOR TENDER SECURITY/EMD

(Reference Clause 5.1 of the ITT)

Not Applicable.

WORKS IN HAND

Name of the applicant				
Applicants should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.				
Particulars of Contract	Name of client with telephone number	Type of Equipment for the concerned applicant	Value of balance work yet to be done in Rupee equivalent as on --/--/---- (Assume inflation as given in NIT)	Estimated completion date

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ANNEXURE 16

SUMMARY OF INFORMATION FOR WORKS COMPLETED AND WORKS IN HAND

Name of applicant	Total number of contracts completed in last 5 years	Type and number of Equipment supplied of each type by the concerned applicant	Number for which contractor has gone in for Litigation / Arbitration		Number of current Contracts in which date of completion given in the original has already burst	Total value of balance works yet to be done in Rupee equivalent as on --/--/---- (Assume inflation as given in NIT)
			Litigation	Arbitration		