



कोंकण रेलवे कारपोरेशन लिमिटेड  
(भारत सरकार का उपक्रम)

प्लॉट नंबर -6, सेक्टर -11, बेलापुर भवन, सीबीडी बेलापुर, नवी मुंबई - 400614.

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**KONKAN RAILWAY CORPORATION LIMITED**  
(A Government of India Undertaking)  
Office of Chief Mechanical Engineer, Corporate office, Belapur Bhavan, Sector –  
11, CBD Belapur, Navi Mumbai – 400 614.

**Registration of contractors for Mechanical department for the work of Marketing and execution agent of KRCL for promoting, selling and commissioning of ATES**

**Subject :** Calling from eligible contractors / firms for the Registration / Shortlisting for the work of Marketing and execution agent of KRCL for promoting, selling and commissioning of ATES. For this work Contractors can be registered as per the qualification criteria given later in this document.

Notice No.	CO/M/FM/174/I dated 24/03/2017
Issue of forms.	Between 9.15 hrs to 17.15 hrs on working days from 24/03/2017 upto 12.00 hrs of 24/04/2017.
Last date and time for Depositing Tender	24/04/2017 upto 14.30 hrs.
Place of depositing form.	Office of the Chief Mechanical Engineer, KRCL, Belapur Bhavan, Navi Mumbai –400614. For queries : Ph: : +9122- 27587350, फैक्स: 9122 27572420 E-mail :dycme@konkanrailway.com.
Time and date of opening.	15.30 Hrs on 24/04/2017
निविदा फार्म की लागत Cost of Form	<b>Rs.2,250/-</b> (Rupees Two Thousand Two Hundred Fifty only) (Not Refundable) (Not Transferable) in form of DD drawn in favour of FA&CAO/KRCL payable at Navi Mumbai.

Note :

1. The document is not transferable.

2.The document should be submitted intact without detaching any pages.

3. Forms received without enclosing DD towards cost of form or documents will not be considered.

5. Form/ document can be available on konkan Railway's website [www.konkanrailway.com](http://www.konkanrailway.com)

भवदीय  
Yours faithfully

मुख्य यांत्रिक इंजीनियर  
**Chief Mechanical Engineer**

## APPLICATION FORM

### **Registration of Contractors for Mechanical Department**

Konkan Railway Corporation Limited is a Public Sector Undertaking under Ministry of Railways. Its main business areas are Railroad operation between Roha in the state of Maharashtra and Thokur in the state of Karnataka, Railway infrastructure & technology Projects and consultancy.

Konkan Railway has many technology based innovative products and systems in its name like Anti Collision Device (ACD), Automatic Coach Washing Plant (ACWP).

KRCL, has developed an innovative “Automated Train Examination System” (KR - ATES), which is a fully automated wayside detection system developed in modular form, hereinafter referred to as “KR - ATES”. It consists of suitably placed equipments and data acquisition system by the side of the railway track which captures temperatures of axle boxes and wheels.

KRCL has installed this ATES at Ratnagiri Railway station. The KR - ATES can be customized to suit to the special requirement of each Railway Unit. The KR - ATES installed by KRCL at Ratnagiri is giving satisfactory results in terms of detection of brake binding, hot box and hanging / broken under gear parts in real time, and has proved to be a crucial equipment for enhancing Rail Safety.

KRCL decided to market the KR - ATES as a commercial product to the Railways in India . It so intends to appoint registered vendors as its Marketing and Execution Agents, for promoting, selling and commissioning KR - ATES and accordingly intends to execute an Agreement for entrusting the marketing of KR – ATES to registered vendor, as its Agents with a condition that the product shall have the KRCL brand name.

KRCL invites Contractors through registration process for the work of Marketing and execution agent of KRCL for promoting, selling and commissioning of ATES with a condition that the product shall have the KRCL brand name as per the qualification criteria given in this document.

Applications are invited for registration from desirous contractors / agencies. The application, in the prescribed format, shall be submitted duly signed by the authorized signatories. Applicant's may please note that only factually correct information is to be furnished. In the event of detection of incorrect information, the Agency is liable to be summarily disqualified or terminated or black-listed.

The qualification for registration of contractors and their eligibility limit for award of contract shall be determined on the basis of objective evaluation of their organization, past experience, technical qualifications and financial capabilities submitted by the firm.

If the application for registration is made by a proprietary firm, it shall be signed by the proprietor with his full typewritten name and full name of such firm with its current

address.

If the application is made by a firm in partnership, it shall be signed by all the partners of the firm with their full typewritten names and current addresses, or alternatively by a partner holding power of attorney for the firm (a certified copy of the power of attorney shall accompany the application). A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

Registered Contractor shall not sub-contract any element of works to subcontractors without prior written consent of the CME, KRCL or his authorized representative.

The applicant's shall furnish the details as per Annexures regarding their general and particular experience, financial position, personnel and equipment capabilities and other relevant information as demonstrated by the Applicant's responses in the forms attached to the Application for registration.

Failure to provide information essential for the evaluation of the applicant's qualification or failure to provide timely clarification or substantiation of the information supplied, may result in disqualification of the applicant.

**Turnover** : The Applicant shall furnish copies of the documents indicating firm's turnover during preceding **3** Years.

**Financial Solvency:** The Applicant shall submit a solvency certificate from a Nationalized or Scheduled Bank for an amount not less than Rs.50 lakhs.

**Personnel capabilities:** The applicant shall supply general information on the management structure of the firm.

**Disqualification:** Even though the Applicants meet the criteria, they are subject to be disqualified if Applicant or any of its constituent partners have;

- made misleading or false representation in the forms, statements and attachments submitted; or
- Records of poor performance during the last 5 years, as on the date of application such as abandoning the works, rescinding the contract for which the reasons are attributable to the non-performance of the contractor, inordinate delays in completion, consistent history of litigation awarded against the Applicant or any of its constituents or financial failure, or been debarred by KRCL earlier.

### **KRCL's Rights**

- Should the circumstances warrant such an assessment in the overall interest, KRCL reserves the right to assess and verify independently the authenticity of information furnished by the applicants from applicant's bankers, other organizations where the applicant/s is/ are registered or where the applicant/s has/have executed the works.

- The final decision regarding registration, renewal, deregistration, blacklisting, enhancement or reduction in category etc. will be of competent authority in Konkan Railway Administration.
- KRCL reserves the right to modify/amend the qualification criteria, cancel the pre-qualification process and reject any or all applications without assigning any reason and shall not be liable for such actions.

## **1. Scope :**

The Scope of work for registered firms is as follows –

- 1.1. Marketing and promotion of KR – ATES.
- 1.2. Obtaining Contract for installation of KR - ATES in the Railway in India.
- 1.3. To submit tender / quotation for obtaining contract.
- 1.4. To sell the product 'KR - ATES' as a KRCL Product and with KRCL specifications.
- 1.5. Active involvement in the further development of the product 'KR – ATES'.
- 1.6. Development and/or modification / Customization in KR - ATES, as per requirement of client Railway.
- 1.7. Manufacture / Production of KR – ATES.
- 1.8. Installation & Commissioning of KR – ATES.
- 1.9. Service during Warranty period of the product KR – ATES.
- 1.10. Operation and /or AMC for the system for client Railway.

## **2.0 Terms and conditions for Registered firms.**

- i. Registered contractors are requested to submit the solvency certificate from a Nationalized or Scheduled Bank for an amount not less than Rs.50 lakh. The application form for the registration will not be considered without Solvency certificate.
- ii. The registered contractors should not participate in any work of design, development, Manufacture and supply / fitment of Automatic Train Monitoring System without the permission of KRCL. If they participate in the tender or execute such work of system using similar Technology they will be black-listed by KRCL for other works also.

- iii. Quantity of KR - ATES can not be ascertained at present. The validity of registration will be for a period of three years and will be subject to extension on mutual agreement in writing between the Parties.
- iv. The registration is without prejudice to the right of Konkan Railway Corporation Limited to terminate the registration within its validity period if:
  - a) Any information submitted by the firm for registration is found incorrect.
  - b) Adverse report on the performance of contractors given by nominated authority of KRCL.
  - c) The Firm violates clause no. 17 of GCC of Konkan Railway.
- v. Up gradation / down-gradation / deletion of contractor's name from the approved list will be done periodically based on their performance report.

### **3.0 Appointment & Authority :**

- i. KRCL shall appoint registered Vendor/s, as its Authorized Marketing Agent for the product 'KR – ATES'.
- ii. KRCL shall also entrust the authority in favour of registered vendor/s as its Marketing Agent to carry out activities mentioned in the scope of works.
- iii. Registered vendor shall act independently for the performance of its obligations under the Agreement.

### **4.0 Development of the product 'KR - ATES' :**

- i. Each registered vendor will need to design, develop & manufacture KR – ATES based on the KRCL specifications and other technical details provided by KRCL.
- ii. Any further development for improvement or modifications in the product 'KR - ATES' shall be carried out by registered vendor/s, at their own cost, and in consultation/under guidance with and of KRCL. Such developments shall be approved by KRCL and will be included to modify / upgrade KRCL specification with one or more versions.
- iii. Any modifications or improvements as per the clients' specifications as required shall be carried out by registered vendor/s with prior consultation/under guidance of KRCL.
- iv. Registered vendor/s shall promptly report any lacunae or defect in the present KR - ATES, and/or in further development of KR – ATES, as and when it comes to the notice of registered vendor/s, and shall take advice and guidance of KRCL for rectifying the defect or lacunae, and accordingly shall make modifications to the KR – ATES.

## **5.0 Manufacture / Production of the KR - ATES :**

- i. Registered vendor/s shall make proper arrangement of manufacturing facility to produce the required numbers of KR - ATES units to cater to the demand of the Client Railway.
- ii. The product 'KR - ATES' shall have the KRCL brand name.

## **6.0 Execution of Project :**

- i. Registered vendor/s shall implement project of installation of KR – ATES under the award of such contract by any client Railway(s), as per its own plan, time schedules and execution strategies in the best interest of completion of such contract expeditiously.
- ii. Registered vendor/s will decide its own production schedule, quantity and shipment schedules to the individual project sites of the client Railway(s).
- iii. Registered vendor/s will apply for and obtain all statutory permissions / clearances and deal with all statutory agencies and comply with all regulations while exportation / importation in both India and recipient country, if any.
- iv. Registered vendor/s shall invest in inventories as per its own plan.
- v. Registered vendor/s shall engage its own manpower and professionals for the execution of each individual contract for the client Railway(s).
- vi. Registered vendor/s shall establish, repair, and maintain its facilities, as and when the requirement arises, and shall maintain prescribed level of services by itself.
- vii. Registered vendor/s will be solely responsible for investments and risks.
- viii. Registered vendor/s will be at full liberty to negotiate with respective client Railway(s), the total cost of each individual contract.

## **7.0 Intellectual Property Rights :**

- i. KRCL shall solely hold all Intellectual Property / Patent and Proprietary Rights in respect of the KR - ATES in the present format and upgraded formats in future with all its software and hardware technologies, developed from time to time.
- ii. Registered vendor/s should agree and acknowledge the rights of KRCL as mentioned in para 7(i) above, and undertakes not to claim those rights at any time during the Agreement period and at least Three (3) years thereafter.

## **8.0 Pricing of KR - ATES :**

KRCL and Registered vendor/s shall decide mutually the price of KR - ATES

considering the cost of product, expenditure on development, plant overheads, warranty cost, applicable taxes –excise, sales tax, service tax, VAT, octroi, etc.

## **9.0 Royalty :**

Registered vendor/s shall agree, acknowledge and undertake to pay KRCL in consideration of opportunity afforded to it by KRCL of business of manufacture / production, marketing and installation of KR - ATES in Railways, a royalty amount of 20% of the basic cost which will be decided by KRCL & Registered vendor/s for each contract/Order.

## **10.0 Due Diligence & Report :**

- i. Registered vendor/s shall use its best effort to market the KR - ATES as soon as possible, consistent with sound and reasonable business practice and Judgement and to continue active, diligent, marketing efforts for KR - ATES throughout the period of this Agreement.
- ii. If Registered vendor/s fails to perform in accordance with this Agreement, or to fulfill on a timely basis any of its obligations set forth in the present Agreement, it shall be a ground for KRCL to terminate its Agreement and upon such termination all rights and interest in the KR - ATES shall revert back to KRCL and Registered vendor/s shall have no authority whatsoever to deal with KR - ATES, in any manner whatsoever.
- iii. Registered vendor/s shall submit periodic reports to KRCL covering activities related to the development and testing of KR – ATES and obtaining the governmental approvals necessary for marketing, submission of Tender / Quotation to Railways, Negotiations, if any, on tender / quotation, award of contract for KR - ATES, progress of the works under contract for KR – ATES given by the client Railway(s).
- iv. Within 30 days after March 31, June 30, September 30, and December 31, beginning immediately, after the execution of this Agreement, Registered vendor/s shall deliver to KRCL, a true and accurate written report, giving the particulars of the business conducted by Registered vendor/s during the preceeding three calendar months under this Agreement. This report will include at least ; the quantities of the KR - ATES that Registered vendor/s has produced, the total Sales, the calculation of royalties thereon, and the total royalties computed and due, and simultaneously with the delivery of each report, Registered vendor/s shall pay KRCL the amount, if any, due for the period of each report.

## **11.0 Warranties, Indemnification & Insurance :**

- i. KRCL, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to use, sale or other disposition by Registered vendor/s, and/or the contractors / agents / employees



of Registered vendor/s, and/or their vendors in KR – ATES. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use or sale of such products or processes will not infringe any patent, copyright, trademark, service mark, or, other rights.

- ii. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as :
  - a) A warranty or representation by KRCL as to rights in, know-how, or, the validity, or, scope of any Intellectual Property Rights ;
  - b) A warranty or representation that anything made, used, sold or otherwise disposed of under this Agreement, will, or will not infringe Intellectual Property Rights, or other rights of any third parties, or
  - c) An obligation to furnish any know-how or technology not agreed to under this Agreement, to bring or prosecute actions or suits against third parties for infringement (except to the extent described in or to provide any services other than those specified in this Agreement).
- iii. Registered vendor/s shall indemnify, defend, and hold KRCL, its employees, officers, agents, affiliates, and representatives harmless from and against all liability, demands, damages, losses, and expenses (including legal expenses), for death, personal injury, illness, arising out of -
  - a) The use by or on behalf of Registered vendor/s / its employees, agents, and contractors, or third parties of any Intellectual Property Rights ;
  - b) The design, manufacture, production, distribution, advertising, consumption, sale, lease, or use of, or materials by Registered vendor/s, or other products or processes developed in connection with, or, arising out of the Intellectual Rights of KRCL ; or
  - c) Any right or obligation by Registered vendor/s under this Agreement.
- iv. Within (30) thirty days of the execution of this Agreement, Registered vendor/s shall provide to KRCL, certificates of insurance for comprehensive general liability insurance, including Product Liability Insurance, from companies reasonably acceptable to KRCL. The certificates shall specify that, “The coverage is primary and covers KRCL, its officers and employees as insured”.

## **12.0 Validity of Agreement :**

This Agreement shall be valid for a period of Three (3) years from the date of execution of this Agreement, and will be subject to extension on mutual agreement in writing between the Parties.

## **13.0 Termination, Determination, Cancellation of Agreement :**

- i. This Agreement shall commence on the date of its execution and shall continue in effect until the expiry of the period agreed.

- ii. Either party may terminate this Agreement with 30 days prior written notice to the other party if the following circumstances / events occur:
  - a) Merger / Acquisition / Liquidation
  - b) If any party commits a material breach of any of its obligation under this Agreement and
  
- iii. KRCL reserve the right to terminate this Agreement, in the following events –
  - a) In the event of non-payment of the Royalty charges or the specified part of gross receipts from the sale of KR - ATEs in any Contract with any client. ;
  - b) Breach of any statutes, laws, regulations, rules, directions of any Statutory Authority by Registered vendor/s ;
  - c) Any violation of the terms and conditions of this Agreement by Registered vendor/s.
  - d) In the public interest.

This Agreement shall stand automatically determined and discharged upon expiry of the period of this Marketing Agreement of Three (3) years, or any extended period.

In the event of termination, determination of this Agreement, as mentioned under Clause 13(i) to 13 (iii) hereinabove, the parties shall be responsible and liable to fulfill their respective obligations under the terms of this Agreement, prior to such termination, determination.

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**Anneure -A : GENERAL INFORMATION**

1	Name of firm :	
2	Head office Address (for postal correspondence)	
3	Telephone and Fax number.	
4	E-mail Address :	
5	Name of the contact person with phone number and e-mail id (Nodal person) :	
6.	PAN Number.	
7	VAT / Sales tax number	
8	Service tax registraion number	
9	TIN Number.	
10	EPF Registration No. (Attach the copy of this)	
11	Labour License Certificate (Attach the copy of this)	
<b>Bank Account details for NFET transaction.</b>		
Bank Account No.		
Name of the Bank :		
IFSC Code :		
MICR Code :		
Address of the Bank :		

**Annexure B : List of key personnel on roll of the firm / contractor and other equipment available with the firm**

Sr. no	Designation and Qualification	Numbers

**Annexure C : details of contracts executed relevant to the registration sought**

Name of Applicant or partner: \_\_\_\_\_

**Use separate sheets for each contract as per the following format :**

1	Number of Contract	
	Name of Contract	
	Country	
2	Name of Employer	
3	Employer's Address (Give Telephone and Fax No.)	
4.	Name of Official In-charge of the work (Give Telephone and Fax No.):	
5	Nature of Works and Special Features relevant to the Contract:	
6	Value of the total Contract at the time of award of work (Amount to be indicated in specified currencies)	
7	Value of the total Contract at the time of completion of work (Amount to be indicated in specified currencies)	
8.	Reasons for variations, if any.	
6	Date of Award	
7	Date of Completion	
8	Contract duration (Years & Months)	
9	Were there any Penalties/ Fines/ Stop – Notice / Compensation / Liquidated Damages Imposed? (Yes or No).	
	If yes, give Amount and Explanation:	

**NOTE :A CERTIFICATE OF COMPLETION FROM THE EMPLOYER/ ENGINEER MUST BE ATTACHED.**

**Annexure D : UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ shall make provision for suitably qualified personnel to fill the key positions as required during contract implementation. I also undertake to provide personnel for the key positions specified in documents satisfying the qualification and experience requirements.

\_\_\_\_\_  
(Signed by an Authorized Signatory of the Firm)

Title of Signatory

Name of Firm

Date

**Annexure E: AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by KRCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the KRCL.
5. The undersigned hereby give an undertaking that my/our firm will not be a part of any cartel with other contractors/firms/agencies and will be quoting competitive rates in the tenders. I/we am/are aware that in case my/our firm is found quoting in cartel at any stage after its registration as KRCL approved contractor/firm/agency, my/our firm's name is likely to be deleted from the list of registered/ approved contractors/firms/agencies.

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(Signed by an Authorized Signatory of the Firm)

Title of Signatory

Name of Firm

Date

## CRITERIA FOR QUALIFICATION OF CONTRACTORS

### FOR OFFICE USE ONLY

**(Contractors who meet eligibility criteria as per Part-A and secure a minimum of 60 marks in Part-B will qualify for consideration as registered vendor)**

#### **Part -A : Eligibility criteria.**

Prior experience in the work of Design, Development and commissioning of Automatic Train Monitoring Way Side systems for Railways with at-least one such single work of minimum Rs.7.5 lakh with successful working of minimum six months

**OR**

Prior experience in development and installation of automated systems using Infra Red sensors and / or Proximity sensors with electronic hardware and software including data mining in the Railways, Public Sector Undertaking or Private firms having annual turn over more than 100 crore during the last Three years including supply of spares with one such single work of minimum Rs.7.5 lakh.

#### **Part B :**

#### **Technical Capability– 50 Marks (ITEM 1)**

Description	Weightage / Marks	Allotted Marks
<b>Work of Design, Development and commissioning of Automatic Train monitoring Way side systems with successful working of minimum six months for Railways with one single work of</b>		
Above 20 lakh	50 marks	
Above 12.5 lakh to Upto 20 lakh	40 marks	
7.5 lakh to upto 12.5 lakh	30 marks	

**OR**

Description	Weightage / Marks	Allotted Marks
Work of development and installation of systems using Infra Red sensors and / or Proximity sensors with electronic hardware and software including data mining in the Railways, Public Sector Undertaking or Private firms having annual turn over more than 100 crore during the last Three years including supply of spares with one such single work of		
Above 20 lakh	50 marks	
Above 12.5 lakh to Upto 20 lakh	40 marks	
7.5 lakh to upto 12.5 lakh	30 marks	

## Financial and Professional Capability – 50 Marks

Description	Weightage Marks	Allotted Marks
<b>Annual turn over for the last three years as per balance sheet – 30 marks (ITEM 2)</b>		
Above 1 Crore.	30 marks	
Above 65 lakh to upto 1 crore.	20 marks	
35 lakh to upto 65 lakh.	10 marks	
<b>Professional Capability – 20 marks (ITEM 3)</b>		
Software / Hardware engineers on role with the company (5 and above with minimum one of either).	20 marks	
Software / Hardware engineers on role with the company (2 to 4 with minimum one of either).	5 marks	

**Engineers must be degree / diploma holders from recognized universities / colleges approved by AICTE.**

- d) Contractors may add additional Annexures to support above criteria.
- e) All pages of the documents submitted with the application form should be signed by the representative of firm.

### Criteria for Evaluation and Selection of Vendors

The application received for registration will be initially scrutinized for part A of CRITERIA FOR QUALIFICATION OF CONTRACTORS. The applicant needs to qualify in Part A to be considered for scoring as per Part B.

Following procedure will be adopted for scoring in Part B and selection of vendors for registration.

1. The minimum qualifying marks for part B is 60 for applicant to be considered for registration.
2. However applicant needs to score minimum marks in all the items in Part B (ITEM 1 to 3) to be eligible for registration.