

BANGALORE METRO RAIL CORPORATION LIMITED**DESIGN AND CONSTRUCT CONTRACT OF UNDERGROUND STATIONS AND
TUNNELS ALONG NORTH SOUTH CORRIDOR
(EXCLUDING MAJESTIC STATION)
FOR BANGALORE METRO RAIL PROJECT –PHASE 1****CONTRACT NO. BMR/UG/NS/STN-TNL****VOLUME 1****INSTRUCTIONS TO TENDERERS****TABLE OF CONTENT**

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INSTRUCTIONS TO TENDERERS

A. General.

A1. General Description of the Work

A.1.1 Bangalore Metro Rail Corporation Ltd (BMRCL) is the special Purpose Vehicle of Government of Karnataka and Government of India implementing the Phase I of the Bangalore Metro Rail Project. The sanctioned Detailed Project Report (DPR) envisages two corridors viz East-West corridor, of approximately 18.99 km length with 17 stations and North-South corridor of approximately 25.30 Km length with 24 stations, comprising of at-grade, elevated and under ground sections. The two corridors will cross at a common interchange station at Majestic. The train rakes interchange line between North-South and East-West corridors is also proposed at Majestic. The mode of traction power is 750V dc Third Rail. The track will be of Standard Gauge (1435mm). On the East- West corridor a maintenance depot along with full workshop facilities is envisaged at Baiyappanhalli, adjacent to the Eastern Terminal Station. On the North- South Corridor a depot proposed at Yeshwantpur on elevated section as per DPR has now been envisaged at Peenya 3.7km north of Yeshawanthpur, where adequate land is available. An Integrated Operation Control Centre (OCC) for both the corridors is proposed at Baiyappanhalli Depot and an optional Back-up Control Centre (BCC) at Peenya Depot. The complete work is proposed to be brought into operational use in various stages.

Construction of the elevated structures between MG Road station and the proposed Baiyappanhalli Terminal of East-West corridor has commenced in January 2007. Similarly earth filling, construction of boundary wall and internal roads etc. for the Baiyappanhalli maintenance depot has commenced during March 2008. Detailed designs of six stations on Baiyappanhalli to M.G. Road section of East-West corridor have been finalized and construction work for the same is going on. Similarly Detailed Design for balance all stations on East-West corridor (Reach 2) and 12 stations North-South corridor (Reach 3 & 4) have been completed and construction work started . Construction work on Viaduct portions of Reach-2, Reach-3 and Reach-4 have also started. Work for Power Supply and Distribution System, 750V DC Third Rail Traction Electrification and SCADA System and for Track Work have also been awarded. Tender for Design, Manufacture, Supply, Testing, Commissioning of Passenger Rolling Stock (Electric Multiple Units) and Training of Personnel for Bangalore Metro Rail Project has also been finalized and the work on the same started.. Tender for Design, Manufacture, Supply, Installation, Testing and Commissioning of Signalling/Train Control and Communication System have been finalized and work awarded. Work for Design, Manufacture, Supply, Installation, Testing and Commissioning of Automatic Fare Collection System and for Supply, Installation, Testing and Commissioning of Escalators at stations have also been awarded.

The project comprises of two Corridors viz. East-West Corridor and North – South Corridor consisting of Elevated, At Grade and Underground sections with details (approx.) as under:

Section	East – West Corridor	North – South Corridor
At Grade	0.35 Km	0.30 Km
Elevated	14.19 Km	20.63 Km
Underground	4.45 Km	4.37 Km
Total	18.99 Km	25.30 Km

The Project is financed through equity participation by the Government of India (GOI) and Government of Karnataka and loan from internal / external borrowing agencies including an ODA Loan from Japan International Cooperation Agency (JICA), Government of Japan, in the amount of 43,608 Million Yen as per Loan Agreement No-ID-P171 dated 24th July, 2006 towards the cost of Bangalore Metro Rail Project and intends to apply a portion of the proceeds of this loan to payments for the Works under this contract for which this Invitation to Tender is issued. Disbursement of the ODA Loan by JICA will be subject in all respects to the terms and conditions of the Loan Agreement including the disbursement procedures and the Guidelines for Procurement under JICA ODA Loans. No party other than BMRCL shall derive any rights from the Loan Agreement or have any right to the loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, BMRCL have taken appropriate measures for finance. It may be noted under the Loan Agreement that “all countries and all areas” are eligible to participate in the Tender..

A.1.2 The construction of Elevated Viaduct of East – West and North – South corridors is subdivided into various contract packages. Status of major contracts/tenders are as shown below:

Sl.No	Contract Package No.	Section	Corridor	Approximate length of Viaduct (excluding stations)	Contract
1.	BMRCL/VIA/EW/R1/1	Cricket Stadium to Baiyappanhalli	East– West Corridor	6.10 Km	Construction Only (work in progress)
2.	BMR/VIA/EW/R2-1	Mysore Road to Magadi Road	East– West Corridor	5.90 Km	Construction Only (work in progress)
3.	BMR/VIA/NS/R3-1 (see Sl.No.8 also)	Yashwanthpur to Swastik	North-South Corridor	5.10 Km	Construction only .only piles has been done and

					balance work terminated.
4.	BMR/VIA/NS/R4-1	K.R.Road to R.V Road	North-south corridor	3.70 Km	Design And Construction Only (work in progress)
5	BMRCL/VIA/EW/R1/1 (Balance Work)	Cricket Stadium to Baiyappanhalli (Balance Work)	East-West Corridor	6.10 Km	Construction Only (work in progress)
6	BMR/VIA/NS/R3-1 (Balance Work-458 Piles)	Yashwanthpur to Swastik	North-South Corridor	5.10 Km	Construction Only (work in progress)
7	BMR/VIA/NS/R3-1 (Balance Work-420 Piles)	Yashwanthpur to Swastik	North-South Corridor	5.10 Km	Construction Only (work in progress)
8	BMR/VIA/NS/R3-1 (Balance Work Excluding Piles)	Yashwanthpur to Swastik	North-South Corridor	5.10 Km	Construction Only-Tender under process
9	Underground –North –South Corridor	North of Majestic to South of City Market	North-South Corridor	3.85 Km	Work unbundled into no. of packages. Tendering in progress
i	Majestic-BMR/UG/STN-MAJ				Design &Construct(Tender – under process)
ii	Tunnel –N-S- including City Market and Chickpet Stations-(Excluding Majestic Station) BMR/UG//NS/STN-TNL				Design &Construct(Tender under process). <i>This is the work under consideration of this Tender</i>
iii	Simulation-(SES) BMR/UG-SES				Design Work (Tender under process)
iv	E &M works in all tunnels and underground stations BMR/UG-E&M				Design &Construct(Tender under process)
v	Ventilation work in tunnels and all underground stations. BMR/UG-TVS				Design &Construct(Tender under process)
vi	Air conditioning and ECS in all underground Stations				Design & Construct (Tender under process)

	BMR/UG-ECS				
10	Underground –East–West Corridor including all four underground Stations: BMR/E-W/UG-2		East-West Corridor		Design and Construction(Work Awarded)
11	System-wide - contracts and other contracts stretching through out alignment of Metro Rails				
i	Signal & Telecommunication				Turn key work awarded
ii	Automatic Fare Collection system				Turn key work awarded
iii	Permanent Rail Track				Turn key work awarded
iv	Third Rail Power traction & Power Supply				Turn key work awarded
v	Escalators				Turn key work awarded
vi	Elevators				Turn key work under finalization
vii	Rolling Stock				Work awarded
vii	Signage & Graphics				Tender under process

The Construction of Elevated Viaduct does not include Viaduct in Station Portions (the Station and Transition span on either side of the Station).

The current status of Elevated Stations construction in East-West and North South Corridors is shown below

S.No	Section		Stations Covered	Contract
1.	East–West Corridor	Cricket Stadium to Byappanahalli.	MG Road, Trinity Circle, Ulsoor Road, Old Madras Road, CMH Road, Byappanahalli (6 Stations)	Construction Only-Work in progress
2.	East–West Corridor	Mysore Road to Magadi Road.	Mysore Road Terminal, Deepanjali Nagar, VijayaNagar, Hosahalli, Magadi Road and Tollgate (6 stations)	Construction Only-Work in progress
3.	North-South Corridor	Yashwanthpur to Swastik.	Yeshwanthpur, Soap factory, Mahalakshmi Nagar, Rajajinagar, Kuvempu Road, Malleswaram and Swastik (7 stations)	Construction Only-Work in progress-except Swastik

4.	North-south corridor	Shiv Shankar Circle in K.R.Road and R.V. Road End	K.R.Road, Lalbagh, South-End Circle, Jayanagar and RV Road Terminal. (5 stations)	Construction only -Work in progress
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A1.3 The stretch of underground portion on North-South Corridor consists of underground stations, tunnels including ventilation and air conditioning, equipping, testing, commissioning (including Integrated Testing and Commissioning) of the under ground section in North - South corridor between Majestic Station (inclusive) and City Market station (inclusive). The total length of this Underground Section is approximately 3.944 Km and includes approximately 2.353 km of twin tunnels, 519 m of ramps, 1080 m of Cut and Cover Tunnel and three underground stations. The underground stations are Majestic (the interchange station between the North – South and East – West corridors which is completely included in the underground stretch of North-South Section but the Design and construct contract of Majestic is separated and is already under process of a separate tender), Chikpet Station and City Market Station. The Majestic Station is basically three levels – lower track, upper track and concourse. As with the typical stations there will be entrance and vent shaft structures included. The whole work of stretch of under ground portion of North-South Corridor is subdivided in 6 packages of contracts as mentioned in Para [A.1.2 \(S.N0-9\)](#) of the table above.

A.1.4 **This tender under consideration is for Civil works only(Excluding Architectural works and including providing of architectural works drawings and BOQ for station finishes) - Design And Construct Contract Of Underground Stations And Tunnels Along North South Corridor (Excluding Majestic Station) For Bangalore Metro Rail Project –Phase 1 Contract No. BMR/UG/NS/STN-TNL**

A.1.4.1 Scope of Work:-

The Scope of work under this tender No: BMR/UG/NS/STN-TNL is for complete Design and Construction of Under Ground Stretch of North- South Corridor including Chickpet and City Market Stations, (excluding Majestic Station completely), which comprises of Southern Ramp starting from South of City Market Station, Northern Ramp starting from South of Swastik Station , twin bored underground tunnels between Northern and Southern Ramps for all through length of the North South Underground Stretch , excluding the Station-portions and TBM launching and receiving chambers (which are of cut and cover type constructions) , all cut and cover portion including City Market , Chickpet Stations , all Launching and Receiving Chambers of TBM or other Tunnel Boring Appliances including Launching /Receiving Chambers adjacent to Majestic Station, which are marked as Zone-C in North and Zone-D in South of Majestic Station, in the Reference Drawings of Tender Documents .

The Contractor shall be responsible for further development of the conceptual layouts of the work prepared by the GC and to develop the architectural, building services. While the

responsibility for design, supply and installation of lifts and escalators, traction and auxiliary sub-station equipment, signalling/train control and communication system, automatic fare collection system, Electrical and Mechanical Building Services, Environmental Control System, Ventilation and SES will be that of other contractors, the Contractor for the proposed work of Design and Construction of this work will have to provide space and construct civil works needed for lifts, escalators, traction and auxiliary sub-station equipment, etc. The Contractor shall also provide for passenger movement and fire modes, etc., for these items including the electrical supply and interfacing control of these items in his design. He will lead the co-ordination with the other contractors who have to execute these items. Any related civil works, viz.: construction of sub-station rooms and buildings, shafts, cable gallery earth mats, inter-modal transfer development, etc., shall also be executed by this Contractor of **Contract No. BMR/UG/NS/STN-TNL**

The Permanent and temporary Works shall comprise:

- (1) Design and construction of the underground section of the North – South Corridor. The underground works extend from chainage 6125.000 to 7456.00 and chainage 7723.44 to 10069.176. The total length of this Design and Construct contract is approximately 3.7 km and includes approximately 2.353 km of twin tunnels, by slurry or EPB TBM method, approximately 520 m of ramps and two underground stations (City Market, Chickpet). Construction of station buildings includes Secant piles, soldier piles, foundations, curtain grout/diaphragm wall/slope protection with soil nailing and shotcreting as per methodology approved by Engineer. Also includes construction of base slab, side walls, concourse slab, roof slab with water proofing treatment as per requirements.
- (2) The scope of work related to the requirement and construction of link line has two options.
Option I – Includes the works required to carry out the link-line falling under Chainage: 7366.000m North to Chainage: 7456.000m North as marked on drawing No. BMR/UG/STN-TNL/D/W/003 and all related work for the same.
Option II – Excluding the works required to carry out the link-line falling under Chainage: 7366.000m North to Chainage: 7456.000m North as marked on drawing No. BMR/UG/STN-TNL/D/W/003 and all related work for the same.
- (3) The Contractor shall apply Schedule of dimensions for structural design (Ref: Volume 4 section 7, Appendix – Schedule of Dimensions).
- (4) Design and construction of two underground stations (City Market, Chikpet), including cross adits, sump pits, access tunnels and ventilation and draught relief systems, and associated structures such as Traction Sub Stations, AC plant room, pump houses, diesel generator set room or enclosure, etc. together with urban development and landscaping.
- (5) All temporary works associated with construction of the works including temporary decking over cut and cover structures under roadways to allow uninterrupted flow of traffic.
- (6) Diversion and support of utilities during construction.
- (7) Contractor shall provide architectural working drawings and BOQ for station finishes.
- (8) BMR/UG/NS/STN-TNL contractor shall be responsible for design coordination with all necessary interface contractors (such as UG/STN-MAJ and UG-E-W Contractors, E & M works, Track works, signalling. Finishing works, plant installation works etc.)
- (9) Design and construct the station structural works including entry/exit structures and roofs

- utility galleries, blockworks and brickworks or all rooms and enclosures, station electrical duct risers, all concrete water tanks (Fire tanks, hard & soft water tanks, etc.) in station and ancillary building.
- (10) Design and construct the Overtrack Exhaust ducts (OTE) and the Underplatform Exhaust duct (UPE) structures, to the requirements of the tunnel ventilation system contractor.
 - (11) The contractor shall be responsible for the control of worksite from completion of the civil works (week 125) to handover to the Employer BMRCL.
 - (12) The Contractor shall design and provide all station drainage and sewage system including station sumps. Sumps & sewage pumps and ejector tanks and the downstream pipeworks from the pumps to the external storm drainage and sewage system will be provided by others.
 - (13) Make provision in the station for all E & M openings such as water, sewer and drainage works, fire detection and suppression system, A/C and ventilation ducts & cables, traction, power, communication, control and safety services and all other E&M services provided by Designated Contractors.
 - (14) Make provision for accommodating the requirements for LV and MV supply routes for Designated Contractors and cables galleries/cable way for all for all the cableways at the station.
 - (15) Provide earthing connections for the civil structures in accordance with the earthing system requirements, install all earthing cast within or beneath the civil structures, designed by others.
 - (16) Design, layout, supply and installation, testing and commissioning of tunnel drainage system.
 - (17) Dewatering shall not allow more than 2m from existing water levels.
 - (18) Supply and installation of equipment lifting hooks as required by all E&M and Systems Contractors. Station slabs and structures shall be designed to withstand the equipment loading requirements.
 - (19) Supply and provision of all embedded pipes and drainage.
 - (20) Permanent and temporary diversions for any kind of utilities 300 mm and more in diameter shall be carried out by the Employer and diversions for all other utilities shall be carried out by the Contractor.
 - (21) The Contractor at their own cost, shall be responsible for the permanent and temporary diversion of utilities less than 300mm internal diameter (including all surface drain such as open channel or closed channels).
 - (22) In case of no sufficient space availability (within works area) for temporary or permanent utility diversions, the Contractor should take responsibility of maintaining the utility by support or hanging method.
 - (23) Design and construct all lift shafts and escalator pits.
 - (24) Design and construction of traffic integration facilities at stations. The design is to acknowledge the need to provide effective and efficient links with other transport systems within Bangalore, both the existing and under proposal. These will include the buses operated by the BMTC/KSRTC, taxis, three wheelers etc. There will be traffic integration requirements

for inter-modal transfer at stations and the design should identify and make provisions for the same.

- (25) It is the intention of the Employer to plan for the maximum commercial development that is practical along alignment and at traffic integration areas. The design should identify and make provisions for the same In the Permanent Works.
- (26) Restoration of roads, utilities and other services dislocated during construction.
- (27) Survey, instrumentation, ground treatment, ground and building monitoring, risk analysis, settlement prediction, preventive and corrective actions.
- (28) Traffic management along the worksite including works connected with traffic management.
- (29) Design of Station architectural finishes; access passages, entrances and other service buildings.
- (30) First stage concrete to tunnel inverts.
- (31) Underpinning and protection of existing buildings and structures wherever required.
- (32) Coordinate with all the Designated Contractors on routing of services, equipment delivery routes/space and provision of SEM cut-outs and preparation of the combined services drawings (CSD)
- (33) All other works and services ancillary or related for the full completion of the works in accordance with Employer's requirements.
- (34) Reinstatement for all works area.
- (35) Design and provide the equipment plinths for E&M equipment such as pumps, fans, chillers, cooling towers, generators, etc.
- (36) Stray current corrosion control provisions.
- (37) Backfilling up to existing ground level for all works area.
- (38) Arrangements for study tour/instructions to the Engineers of client and General Consultant, to the countries from where the TBM is imported by the Contractor. Each team upto 5 members and atleast 2 trips per each TBM and 2 trips for the countries wherein the similar project which is under construction using TBM is in progress. International air travel cost shall be borne by BMRCL.
- (39) The following works are to be designed, supplied, installed and commissioned by others with whom the Contractor shall co-ordinate all interface requirements at design stage and during his construction and integrated testing activities.
 - Station E&M Services (Electrical distribution, Fire protection & suppression and Hydraulics)
 - Environmental Control System
 - Tunnel Ventilation System
 - Lifts and Escalators
 - Railway Electrification and HV power suppliers
 - Auxiliary substations up to the secondary of the transformers

- Trackwork
- Signalling, Telecommunications
- Automatic Fare Collection
- Rolling Stock

The Scope of Work for the Design and Construct Contractor is further described in the Employer's Requirements Volume-3 Package-2 of Tender Documents.

A1.4.2 By this Tender Document, BMRL invites sealed tenders for Design & Construct Contract of Under ground Stations And Tunnels Along North South Corridor (Excluding Majestic Station) For Bangalore Metro Rail Project –Phase 1 at Bangalore (India)

Interested contractors may submit the tender as a sole contractor or in joint venture, partnership or consortium (groups). The number of Joint Venture Members/ Consortium Members in a Group shall be restricted to **maximum three**. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. All the members of the Consortium or Joint Venture will be jointly and severally liable for the performance of whole Contract. International Contractors who are considering forming Joint Ventures, partners or consortia for the purpose of applying for prequalification, are encouraged to involve suitable local partners who have experience in appropriate disciplines for the contract.

A.1.5 The successful Tenderer has to engage a Detailed Design Consultant (DDC) , who must have successfully completed Detailed Design and Consultancy work for at least two Under Ground Stations of any Metro Rail Project.

In case the Applicant wants to utilize their own in-house capacity of Design and related work, they are required to furnish all credential and other required information, in order to qualify for the work of Design and Consultancy.

Detailed Design Consultant of the successful Tenderer must establish its office at Bangalore, if they don't have one at present, so that the proof-checking with the GC located at Bangalore can be done unhindered and expeditiously . The cost and expenses will be deemed to have been included in the fixed Lump Sum price in the Price Document and no separate payment will be made to the Contractor on account of Detailed Design Consultant. There is no bar for the chosen detailed design consultant to be a JV/ consortium member

A1.6 While the responsibility for design, supply and installation of lifts and escalators, traction and auxiliary sub-station equipment signalling/train control and communication system and automatic fare collection system will be that of other contractors, the Contractor for the proposed package BMR/UG/NS/STN-TNL will have to provide space and construct civil works needed for lifts, escalators, traction and auxiliary sub-station equipment, etc. The Contractor shall also provide for passenger movement and fire modes, etc., for these items including the electrical supply and interfacing control of these items in his design. He will lead the co-

ordination with the other contractors who have to execute these items. Any related civil works, viz.; construction of sub-station rooms and buildings, shafts, cable gallery earth mats, inter-modal transfer development, etc., shall also be executed by Contractor BMR/UG/NS/STN-TNL

A.1.6 It may be clearly understood and noted that

- (a) The tenders for other station contracts and other contracts , some of which are indicated in Para 1.2 will be invited separately and evaluated independently, and
- (b) The Tenderers can submit their tenders for any number of tenders for different work packages. However, award of more than one tender to a tenderer will be at the discretion of BMRCL and will depend upon the capacity and financial soundness of the tenderer as judged by BMRCL to carry out simultaneously works of this magnitude including on going works .BMRCL decision is final and binding

A1.7 The Scope of Work for the Design and Construct Contractor is further described in the Employer's Requirements.

A. 2.0 ELIGIBILITY REQUIREMENTS

A.2.1 This invitation to Tender is open to only those agencies who fulfill the qualification requirement as prescribed in eligibility criteria (Qualification Requirement) Package (Package-1 of the tender document).

A.2.2 The Tenderers shall prepare, complete and submit, Pre-Qualification Questionnaire together with required documents prescribed in theTender.

A.2.3 Each Tender shall submit only one tender either himself or as a members in a joint venture/ consortium for the Work. If the Tenderer submits or if any one of the members in a Joint Venture / Consortium participates in more than one Tender, both tenders will be disqualified.

A.2.4 The applicant must meet the minimum eligibility criteria stipulated in Qualification Requirement for the purpose of qualification as eligible / qualified tenderers (see package 1 – Eligibility Criteria (Qualification Requirement)).

A.2.5 Litigation History

Details pertaining to litigation history will be evaluated over a 10 year period (last 10 Calendar years ending 31.12.09), at the evaluation stage of Package-1 as per Para 3.5 and 3.6 of Eligibility Criteria and Annexure-A, Initial Filter-Applicant's Checklist. An annual average of more than one litigation case awarded against the tenderer or any of its partner/member in the last 10 years shall render the applicant to be disqualified.

A.2.6 All tenders submitted shall include the following information: (However, if any of these information has been fully submitted in the eligibility criteria (Qualification Requirement) Package as per requirement of that package, the same should be again submitted in the

Technical Package also as self attested photocopy of the document submitted in eligibility criteria (Qualification Requirement) Package):

- A.2.6.1 In the case of tender by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed in the Qualification Document along with the eligibility criteria (Qualification Requirement) documents and Form Of Tenders as mentioned therein. The following requirements shall also be complied with:
- a. the tender, and, in the case of a successful tender, the Form of Contract Agreement, shall be individually signed so as to be legally binding on all members/constituents as the case may be.
 - b. in case of partnership, consortium or joint venture, one of the members shall be nominated as being In-charge as Lead or Prime member and this authorization shall be evidenced by submitting a power of attorney signed by the member or legally authorized signatories of all the members.
 - c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members shall be provided in case of a consortium/joint venture.
 - d. the partner In-charge (Lead Member) or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the member In-charge of Joint Venture or consortium.
 - e. all members of the joint venture or the consortium shall be liable jointly and severally responsible for the execution of the Contract.
 - f. in the event of default by any member in the case of a joint venture or a consortium in the execution of his part of the Contract, the member In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
 - g. a copy of the MOU agreement entered into by the joint venture/ consortium members duly notarized shall be submitted along with the tender as a part of Qualification Document with details of Lead Member, details of percentage participation and responsibility of each member etc.
- A.2.6.2 To qualify for award of Contract, the Tenderers shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer or each member of the partnership, consortium or joint venture. In case of Foreign Partners, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin.

- A.2.7 Each page of tender shall be signed by the authorized signatory.
- A.2.8 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Tenderer to the Engineer and the Employer
- A.2.9 Each Tenderer, and all of its associates (if any) and all the members of the "Group" in case of joint venture/consortium will be required to confirm and declare in the Tender submittal they have not engaged in any fraudulent and corrupt practice as defined in Sub-Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

A. 3.0 Sources of Funds:

BMRCL has obtained an ODA Loan from Japan International Cooperation Agency (JICA), Government of Japan, in the amount of 43,608 Million Yen as per Loan Agreement No-ID-P171 dated 24th July, 2006 towards the cost of Bangalore Metro Rail Project and intends to apply a portion of the proceeds of this loan to payments for the Works under this contract for which this Invitation to Tender is issued. Disbursement of the ODA Loan by JICA will be subject in all respects to the terms and conditions of the Loan Agreement including the disbursement procedures and the Guidelines for Procurement under JICA ODA Loans. No party other than BMRCL shall derive any rights from the Loan Agreement or have any right to the loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, BMRCL have taken appropriate measures for finance. It may be noted under the Loan Agreement that "all countries and all areas" are eligible to participate in the Tender.

Official Development Assistance (ODA) operation of JBIC was transferred to Japan International Cooperation Agency (JICA) as of 1st October 2008 and thereafter JBIC or BANK referred in the documents may be read as JICA (Agency)

A.4.0 SITE VISIT :

The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents. Certificate confirming visit to site shall be furnished with the Technical Package in the format as per Appendix FT-14 to Form of Tender.

- A.4.1** The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death

or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

A.4.2 The Employer may arrange a Site visit concurrently with the Pre-Tender meeting referred to in paragraph Clause C.26.

A.4.3 Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

A.4.4 The Tenderer shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Tender.

A.4.5 Geo-Technical Data and utilities statements furnished in Tender Document are based on the surveys conducted by BMRCL and for reference only. This is being a part of Design and Construction Contract. Tenderer is expected to satisfy himself with data furnished and if required carry out investigations independently for submitting his Tender. Any change in design or construction methodology later during execution on account of change will be borne by the Contractor.

The Tenderer shall note the existence of overground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed

The details of existence of utilities are charted utilities statement for which separate agency has been fixed by BMRCL and is beyond the scope of the present tender. However, shifting of utilities statement not indicated in the statement shall be the responsibility of the agency of the current Tenderer

A5 Qualification of the Tenderer

A5.1 The Tenderers, to qualify for award of Contract, shall submit a written power of attorney authorising the signatories of the Tender to commit a firm or each member of the partnership, consortium or joint venture if the Tenderer comprises a partnership, consortium or joint venture.

A5.2 Where the Tenderer comprises a partnership, consortium or joint venture, the Tenderer shall submit the following updated information as submitted with their pre-qualification applications as self attested photocopy of the Qualification document, unless they are required to submit more details in the Technical Package, while continuing to meet the minimum threshold criteria for qualification requirement:

- a. a Memorandum of Understanding (to be duly registered in India by the successful tenderer) shall be provided which shall comprise the same members as that of the Memorandum of Understanding accepted at time of Qualification;
- b. nomination of one of the members of the partnership, consortium or joint venture to be in-charge (Leader); and this authorisation shall be covered in the Power of

- Attorney signed by the legally authorised signatories of all members of consortium or joint venture;
- c. details of the intended percentage participation given by each member at the time of pre-qualification shall be provided and reconfirmed and expanded with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - d. the member in charge (Leader) shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all members of the joint venture/ consortium.
 - e. all members of the joint venture/consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the Contract terms.
 - f. The tender shall be signed so as to be legally binding on all members of the partnership, consortium or joint venture.
- A5.3 The Tenderer shall submit with his Tender full details of his ownership and control or, if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- A5.4 Indian Tenderers or Indian members of a partnership, joint venture or consortium shall submit a certified copy of the last 3 years (including latest Financial Year) income tax return duly acknowledged by Income Tax department in the Technical Package.
- A5.5 Each Tenderer (each member in the case of a partnership, joint venture or consortium) or any associate is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void. Specific declaration to this effect exactly as per Appendix FT-12 to Form of Tender shall be submitted with the Technical package.
- A5.6 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.
- A5.7 The applicant (including all members of a joint venture) shall not be one of the following:
- (i) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project.
 - (ii) Any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above.
 - (iii) A firm or organization who lends or temporarily seconds its personnel to firms or

organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

A 5.8 JICA requires that tenderers and contractors, as well as BMRCL, under contracts funded with JICA ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy JICA;

(a) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a Contractor as ineligible, for a period determined by the BANK, to be awarded a contract funded with ODA Loans of the BANK if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with ODA Loans of the BANK or other Japanese ODA.

A6 One Tender per Tenderer

A firm shall submit only one tender either individually or as a member of a joint venture/group. No firm can be a subcontractor while submitting a tender individually or as a member of a joint venture/group in the same tender process. A firm, if acting in the capacity of subcontractor in any tender may participate in more than one tender, but only in that capacity. If a Tenderer submits a tender in his own name and at the same time as a member of a consortium/ joint venture, both Tenderers will be disqualified.

A7 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A8 Eligible Source Countries for Materials, Plant, Supplies, Equipment, and Services

There are no restrictions on the country of origin of Plant, equipment, materials, and services to be provided under the Contract. However, all Plant, equipment, materials and services shall be to the satisfaction of the Employer and Engineer. The information regarding all Plant, equipment, materials and services included in the Tenderer's Proposals and incorporated into the Contract Document shall not, in any event, be construed as a submission to the Engineer under the Contract.

B. Tender Documents

B1 Content of Tender Documents

B1.1 The Tender Documents as listed below, have been prepared for the purpose of inviting tenders for design and construction of all Permanent and Temporary Works in connection with Contract BMR/UG/STN-MAJ of the Bangalore Metro Rail Project and as more particularly described in these documents and consist of :

The Tender documents consist of:

Package 1 – Eligibility Criteria (Qualification Requirement) Package

- Qualification Requirements

Package 2 – Technical Package

Volume - 1

- Notice of Invitation to Tender (NIT)
- Instructions To Tenderers (ITT), including Annexure
- Form of Tender (Including Appendices)

Volume – 2

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Special Conditions of Contract - Schedules

Volume-3

- Employers Requirement – Scope of Work
- Employers Requirement--Functional
- Employers Requirement - Design
- Employers Requirement – Construction
- Employers Requirement---Manufacture, Installation and Testing
- Employers Requirement---Appendices

Volume – 4

- Outline Design Criteria

Volume – 5

- Outline Construction Specifications

Volume—6

- Tender Drawings

Volume 7. Reference Documents

- Safety Health & Environment (SHE) Manual
- **Geotechnical Investigation Report (CD)**
- **Underground Utility Investigation Report (CD)**
- Foundation Details of Structures along the Alignment (30m corridor), including Bore Wells/ Open Wells/ Granaries etc. Investigation Report (CD)
- Trees Investigation report (within proposed works areas) (CD)
- Ground penetrating Rader (GPR) Survey Report
- Noise and Vibration Study Report
- Trial Blast Information

- Geo-Hydrological Studies Along The Metro Rail Alignment In Bangalore (CD)

Package 3 – Financial Package.

- Pricing Document

B.1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender Submittal will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents. Forms which are permitted to be substituted in the Pricing Document with the Tenderer's own documents are given as Outline Documents.

B1.4 The contents of Geo-Technical Report and Utility Investigation Report and drawings are for general information only and any interpretation of the results shall be constructed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions.

The accuracy or reliability of the documents and reports referred to above and of any other information supplied, prepared or commissioned at any time by the Employer or other in connection with Contract No. BMR/ UG/STN-MAJ is not warranted.

B2 Content of Supporting Documents

B2.1 The following reports containing site investigation information, utility investigation information are attached. The contents of these reports are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions. The tenderers' attention is specifically drawn to paragraph B2.3 below.

- Geotechnical Investigation Report (CD)
- Underground Utility Investigation Report (CD)
- Foundation Details of Structures along the Alignment (30m corridor), including Bore Wells/ Open Wells/ Granaries etc. Investigation Report (CD)
- Trees Investigation report (within proposed works areas) (CD)
- Ground penetrating Rader (GPR) Survey Report
- Noise and Vibration Study Report
- Trial Blast Information

The following documents and/or samples are available for inspection:

- (i) Geological Bore hole Drilling Core

B2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B2.3 The accuracy or reliability of the documents and reports referred to in this Clause B 2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with Contract BMR/UG/NS/STN-TNL is not warranted. The Tenderer's attention is drawn to sub-clauses 4.9 and 4.10 of GCC and clause 4 of SCC in this regard. The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Managing Director, BMRCL forthwith for clarification.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Outline Design Criteria, Outline Construction Specifications and Tender Drawings, the Tenderer shall seek clarifications in writing from the Managing Director, BMRCL not later than **7th April 2010**. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers without disclosing the identity of Tenderer seeking clarification. All communications between the Tenderer and the Managing Director, BMRCL shall be conducted in writing.

B3.3 Except for any such written clarification by the Managing Director, BMRCL which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (i) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B4. Amendment to Tender Documents

B4.1 Tenderers are advised that further instructions to Tenderers and addenda to the Tender Documents may be issued during the tender period. Without prejudice to the general order of precedence prescribed by Clause 1 of the SCC, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. Tenderers shall confirm receipt of such documents and list them in the Tender Submittal.

B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.3(a) to C2.3(j) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall not have contractual effect.

C. Preparation of Tenders

C1 Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

C2. Submittals of Documents Comprising the Tender:

C2.1 The Tenderer shall, on or before the date given in the Notice of Invitation to Tender, submit his Tender in separate sealed envelopes clearly marked with the name of the Tenderer and with

- Containing Tender Security (Earnest Money Deposit) in the form of Bank-Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd', payable at Bangalore.

- Package-1 - containing Eligibility Criteria (Qualification Requirement) Documents Package and submissions along with related information.
- Package -2 - containing Technical Package containing all Volumes of tender as mentioned in NIT, duly filled in and sealed/stamped and signed on each page .
- Package-3 - Containing Financial Package and all related form of tenders with all rates and prices and other required data duly filled in and signed.

These shall be addressed to The Managing Director, BMRCL and submitted to the Office of The Managing Director, BMRCL at the address given in the NIT and Appendix FT-1 to Form of Tender. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge by the BMRCL.

The envelope marked as "Tender Guarantee" shall contain the original of Tender Guarantee.

Technical Package of this submission shall contain the documents referred to in paragraphs C2.2 (a); (b); (d) to (r) below and C2.3 only.

Financial Package shall contain the documents referred to in paragraphs C2.2 (c).

The Tenderer shall also submit a soft copy (CD in MS Office software format) of all the Tender submissions but in case of any discrepancy, the hard copy shall prevail.

C2.2 The Tenderer shall submit as his Tender the following documents, duly completed which in the event of acceptance of the Tender shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix FT-1 to the Form of Tender; Contract Conditions;
- (c) Appendix FT-2 to the Form of Tender: completed Pricing Document including the Tender Total, , Monthly Cash Flows, Pricing of Unqualified Withdrawal of Conditions, Qualifications, Deviations etc. (see paragraph C11, C16 and C23 below);
- (d) Appendix FT-3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);

- (e) Appendix FT-4 to the Form of Tender: Outline Safety Plan (see paragraph C5 below).
- (f) Appendix FT-5 to the Form of Tender: Outline Environmental Plan (see paragraph C6 below)
- (g) Appendix FT-6 to the Form of Tender: Tenderer's Technical Proposals (see paragraph C7 below);
- (h) Appendix FT-7 to the Form of Tender: Evidence of Professional indemnity Insurance;
- (i) Appendix FT-8 to the Form of Tender: The Structure of the Tenderer;
- (h) Appendix FT-9 to the Form of Tender: Project Management Plan and Staffing Schedules and Organisation Chart;
- (i) Appendix FT-10 to the Form of Tender: Resources proposed for the project-Plants & Equipment/Machinery
- (j) Appendix FT-11 to the Form of Tender: Tender Index (See paragraph C25 below);
- (k) Appendix FT-12 to the Form of Tender: Declaration for non-engagement of any agent, middleman or intermediary;
- (l) Appendix FT-13 to the Form of Tender: Statement of deviation including Undertaking;
- (m) Appendix FT-14 to the Form of Tender: Certificate Confirming Site Visit;
- (n) Appendix FT-15 to the Form of Tender: Certificate confirming Receipt of all tender addenda;
- (o) Appendix FT-16 to the Form of Tender: Certificate confirming submission of all Documents of Financial Package in Technical package with Price Left Blank.
- (p) Appendix FT-17 to the Form of Tender: Detail of the proposed Detailed Design Consultant.
- (q) Appendix FT-18 to the Form of Tender: Letter of Undertaking for Conflict of Interest

- (r) One set of complete Tender documents (including all Addenda) untampered, signed and stamped on right hand bottom corner of each page and reference documents (CD) signed and stamped on CD (see paragraph B2 above. Supporting Documents referred in paragraph B2 will not form part of the Contract).
- (s) Any further documents which have been requested in accordance with paragraph B4.2 above.
- (t) Undertaking on copyright (see paragraph E2)

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (j) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer (see paragraph A5.3 above);
- (b) Separate Tender Programme and proposed Design Submission Programme;
- (c) Proposed Construction Method Statement (see paragraph C10 below);
- (d) Details of works including specialised work proposed to be sub-contracted;
- (e) Details of providers of guarantees and warranties (see paragraph C20 below);

- (f) Details of Contractor's Equipment (see paragraph C14 below);
- (g) Proposals for use and reinstatement of Works Areas (see paragraph C15 below);
- (h) Documents amplifying the Contractor's Technical Proposals as described in paragraph 5 of Annex 3 to these instructions;
- (i) Details of proposed draft heads of agreement between the Tenderer and the proposed Designer;
- (j) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;

C2.4 All deviations from the tender documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix FT-13 to the Form of Tender). All implicit and explicit deviations, remarks and comments mentioned elsewhere in the tenderer's proposal shall be treated as NULL and VOID and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix FT-13 to the Form of Tender) but not priced in the Annexure ITT-2 Part-2 Appendix-E, shall be treated as NULL and VOID and will be considered unconditionally withdrawn.

The Tenderer shall provide a valid and fully compliant proposal as detailed in the Employer's Requirements. The Tenderer shall submit a detailed clause by clause commentary on all the clauses of the Employer's Requirements.

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

- Complied: "Complied" shall be indicated by the tenderer where the tenderer is able to comply fully with the clause.
- Noted: Where a clause merely provides information, and no other comment is necessary, "Noted" will suffice.
- Not Complied: Where the tenderer is not able to comply fully with certain clauses or has any observation or proposes an alternative design, "Not Complied" shall be indicated and comments if any of the tenderer shall be indicated in detail. All Clauses with status as "Not Complied" shall be included in the statement of Deviations (Appendix FT-13 to Form of Tender) and shall be priced in Annexure ITT-2 Part-2 Appendix-E.

Tenderer shall also note that:

- Any comment by the tenderer in the Clause By Clause Commentary, other than either of "Complied", "Noted" or "Not Complied" shall be treated as "Not Complied". Unless tenderer prices against such clauses in the Annexure ITT-2 Part-2 Appendix-E, the comment shall be considered as unconditionally withdrawn with no financial implications.
- Any "Not Complied" comment by the tenderer in the Clause By Clause Commentary which has not been included in the Statement of Deviations (Appendix FT-13 to Form of Tender) shall be treated as "Complied" with no financial implications.
- Any "Not Complied" comment by the tenderer in the Clause By Clause Commentary

which has also been included in the Statement of Deviations (Appendix FT-13 to Form of Tender) but has not been priced in Annexure ITT-2 Part-2 Appendix-E shall be treated as null and void and deemed to have been unconditionally withdrawn with no financial implications.

A tender without a Clause by Clause Commentary as stated above, is liable to be treated as unresponsive and be rejected.

C2.5 There is 'NO' waiver and exemption from the Governments of Excise Duty, Taxes, other royalties, duties, Cess, Octroi/Entry Tax, and levies etc., payable to various authorities. In respect of Customs Duty, benefits as provided in the Notification No.7/2007-Customs dated 22.1.2007 read with Notification No.42/96-Customs dated 23.7.1996 shall be available for Bangalore Metro Rail Project.

Tenderer shall quote his Fixed Lump Sum Price **exclusive of all taxes, levies, duties and other charges liveable and payable to the authorities** as elaborated in Annexure ITT- 2.. The Tenderer shall also give breakdown of his estimate of the Custom Duty, Excise Duty, Value Added Tax (VAT), Works Contract Tax (WCT), Octroi/Entry Tax and other levies/Cess etc; as elaborated in Annexure ITT-2.

If Excise duty on pre-cast elements are levied on the Contractor, the Employer will re-imburse the same on submission of documentary proof and a certificate that "no appeal for the refund at a later date from revenue authorities will be made".

The successful Tenderer shall maintain complete records of duties, other taxes, and levies etc payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

C2.6 Tenderers shall quote his price as elaborated in ITT-2.

C2.7 The Tenderer should note clause 22 of the SCC which describes the method of determining Interim Payments.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a duly authorised representative of each member or participant thereof. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4 Outline Quality Plan

The Tenderer shall submit as part of his Tender an Outline Quality Plan illustrating the intended means of compliance with Appendix 6 of the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 14 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety Plan

C5.1 The Tenderer shall submit as part of his Tender an Outline Safety Plan which shall contain

sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety procedures. The Outline Safety Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Section 6 of the Employer's Requirements-Construction (Volume 3) and Clause 7 of the SCC.

- C5.2 The Outline Safety Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety Plan to be submitted in accordance with Clause 7 of the SCC.

C6 Outline Environmental Plan

- C6.1 The Tenderer shall submit as part of his Tender an Outline Environmental Plan illustrating the intended means of compliance with the requirements of Appendix 10 to the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document to be submitted under Clause 8 of the SCC. The Outline Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's environmental objectives with regard to the requirement of the Contract.

- C6.2 The Outline Environmental Plan shall be headed with a formal statement of policy in relation to environmental protection and shall be sufficiently informative to define the Tenderer's environmental plans and set out in summary an adequate basis for the submission of a detailed and comprehensive site environmental quality management plan to be submitted in accordance with Clause 8 of the SCC. The Outline Environmental Plan shall include the methods and procedures for monitoring the Environmental Impact of the Works under the Contract.

C7 Tenderer's Technical Proposals

- C7.1 The Tenderer shall submit with his Tender the Contractor's Technical Proposals as described in Annex ITT-3 hereto.

- C7.2 The Tenderer may be required to clarify the Contractor's Technical Proposals in accordance with paragraph E.3 during the evaluation of Technical Package such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer considers clearly conforming, will form part of the Contract.

- C7.3 **DELETED (NOT USED)**

C8. Designer

- C8.1 The Tenderer should note the requirements of obligations and warranties contained in Sub Clause 5.1 and 5.2 of GCC.

- C8.2 The design of the Permanent Works shall be undertaken by a designer (the Designer). The

Designer should be the same entity that was included in prequalification application, unless approved otherwise by the Employer.

- C8.3 The Tenderer shall submit with his Tender either the proposed terms and conditions upon which the Designer would be appointed in the event of acceptance of the Tender (excluding the financial and commercial terms thereof) or at least a statement of the heads (salient features) of such an agreement. The Tenderer should note that, if heads of agreement are supplied with the Tender, the Tenderer may be required to submit the agreement in its final form prior to award of the Contract.

C9. Tender Programme and Proposed Design Submission Programme

- C9.1 The Tenderer shall submit with his Tender, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure ITT-1 to these Instructions to Tenderers.
- C9.2 The Tender Programme shall be prepared in terms of weeks from the Date for Commencement of Works.
- C9.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 6 of the SCC.
- C9.4 The Tenderer shall submit with his Tender his proposed Design Submission Programme to cover the Design Phase. Such proposed programme shall:
- (a) be consistent with the Tender Programme and accord with Appendix 4 to the Employer's Requirements (Volume 3);
 - (b) make adequate allowance for periods of time for review by authorities whose approval is necessary;
 - (c) include a schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Tenderer intends to submit;
 - (d) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete his co-ordinated design in the knowledge that such design will be compatible and co-ordinated with others and allowing adequate time for the Employer's assessments and decisions.

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

- C9.5 The Tenderer's attention is drawn to the requirement of Clause 6 of the SCC and Section 9 of the Employer's Requirements - Design and the requirements that the Initial proposed Works Programme and Design Submission Programme shall be submitted within 30 days of date of issue of Notice to Proceed.
- C9.6 The proposed Design Submission Programme shall not, in any event, be construed as a

submission under Clause 6 of the SCC.

C10 Manufacture, Installation and Construction Methods

C10.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analysed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

C11. Monthly Payment Schedule

C11.1 The Tenderer shall submit with his Tender (Financial Package) Monthly Payment Schedule which shall show, in tabular form, the anticipated accumulated amount for Interim Payment. The Tenderer shall also submit monthly cash flows for the Contract. Both Monthly Payment Schedules and monthly cash flows shall be submitted for each currency of the Contract separately. The Monthly Payment Schedule shall be consistent with the proposed works programme.

C12. Sub-Contracts

C12.1 Sub-contracting, excluding design work and the items forming the Schedule of Provisional Sums, shall be generally limited to 50% of the Lump Sum price. For items other than those included in the Schedule of Provisional Sums, the terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

C12.2 For sub-contracts (other than those relating to Provisional Sum items) exceeding INR one hundred million each (evaluated by considering the total quantity required for the complete contract), it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer to the identity of the sub-contractor.

C12.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the Lump Sum Price.

C12.4 For items included in the Schedule of Miscellaneous Work as mentioned in Appendix-B of ITT-2 and the Pricing Document, the Sub-Contractors shall be engaged in accordance with Clause 25 of the SCC and payment for the various items of work done will be as per details mentioned in the Preamble to Pricing Document and the Financial Package .

C13. Project Management Plan and Staffing Schedule

C13.1 In order to ensure satisfactory execution, achievement of Key Dates and timely completion of the Works, the Tenderer shall submit an outline Project Management plan with his Tender. This Plan, in co-ordination with the Tender Programme, shall clearly demonstrate the Tenderer's proposed management system, methods, procedures, processes, organization, sequences of activities etc; required to meet the Key dates and the Completion Date. A narrative shall describe the sequence, nature and inter-relationship of the main activities including timing for exchange of information.

Within 30 days of the awarding of the Contract, the Contractor shall submit a detailed Project

Management Plan. The Engineer shall review it and has the right to require necessary amendments to ensure that Key Dates will be met and that requirements for activities of the Concessionaire/Designated Contractors have been catered for.

- C13.2 The Tenderer shall submit with his Tender a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The Tenderer should note that the said staffing schedule shall not in any event constitute a submission under Clause 12 of the SCC and the Tenderer's attention is drawn to the provisions and requirements of that Clause.
- C13.3 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.
- C13.4 The successful Tenderer shall deploy those proposed management personnel and specialists, should they be not available for the Work, the successful Tenderer shall deploy an equivalent or superior experts (in qualification, experience and capability) acceptable to the Employer and subject to the written prior approval of Employer.

C14. Contractor's Equipment

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

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

C15. Proposals for Use and Reinstatement of Work Areas

- C15.1 The Tenderer shall note the requirements of the Land Acquisition Act, 1894.
- C15.2 The Tenderer shall submit with his Tender details of his proposed use of the Work Areas as described in the Employer's Requirements (Vol. 3) and other areas which he will use for the purpose of executing the Works. Such details shall be subject to the provisions of the Employer's Requirements, Outline Design Criteria and Outline Construction Specifications and shall include proposed preparatory work, arrangements for access to and about the Work Areas or other areas and proposals for reinstatement on completion where appropriate.
- C15.3 The Tenderer shall show, in outline, his proposed site layouts for:
- (a) accommodation and other facilities.
 - (b) fabrication and storage areas.
 - (c) concrete batching plants.

The Tenderer shall indicate his proposals for the provision of utility services to the Site. The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility

services necessary for the construction and completion of the Works as described in Appendix 8 to the Employer's Requirements (Volume 3).

C15.4 The Annexure ITT-2 to the Instructions to Tenderers, should also be duly signed and accepted on each page by the tenderer and enclosed in Technical Package as a token of accepted ITT , but without filling/mentioning the prices/rates or with Price blanked off on the same with a remark that the completed Pricing Document being submitted as Appendix FT-2 to the Form of Tender in the Financial Package-Pricing Document only.

C16. Pricing Document

C16.1 The Pricing Document is included in Annexure ITT-2 to these Instructions to Tenderers. The Tenderer shall complete the Pricing Document in accordance with the instructions given therein and elsewhere in the Tender Documents. The completed Pricing Document shall be submitted as Appendix FT-2 to the Form of Tender in the Financial Package-Pricing Document only.

C16.2 The Tenderer is to note that Key Dates are to be determined by reference to periods from the date for commencement of the Works. Periods for each stage of work are given in Attachment to Appendix FT- 1 to the Form of Tender. Key Dates shall be, likewise, determined by reference to the respective periods from the date for commencement of the Works. It is the intention that, prior to Date of Commencement, Key Dates will be converted to calendar dates.

C16.3 Prior to award, the successful Tenderer shall reformat the Pricing Document and the Tender Programme, so as to correlate between these documents, as requested by the Employer.

C17. Currencies of Tender and Payment

C17.1 (a) The Tenderer shall quote the price for inputs to the Works, which are expected to be supplied from within India, excluding taxes, royalties, duties, cess, octroi/Entry Tax, and other levies payable to various authorities in India, in Indian Rupees.

(b) Maximum Number of currencies of payment shall be not more than four including local currency. Those currencies are U.S. Dollars, Euros, Japanese Yen and Indian Rupees.

C17.2 Interim payments will be certified and paid, in accordance with the provisions of Clauses 11.4 and 11.5 of GCC and Clause 22 of SCC in the currency shown in the Tender Total. The Tenderer's attention is invited to Clause 18 and 23 of SCC.

C17.3 For the purpose of comparative evaluation of the offers, all tender prices will be converted to Rupees as described in clause E6 of ITT.

C18. Tender Validity

The Tender shall be valid for a period of 180 days from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Guarantee. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Guarantee for the period of the extension. Only one communication either extending the validity or refusing to extend the validity would

be entertained. If the validity is not extended, no further representation, if any, to revive the tender at a later date will be entertained.

C19. Tender Guarantee

C19.1 The Tenderer shall submit with his Tender a Tender Guarantee for the sum as specified in Appendix FT-1 to Form of Tender in the form of a Bank Guarantee issued from an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the form given in Annexure ITT-4 to the Instruction to Tenderers. The Tender Guarantee shall remain valid for a period as specified in Appendix FT-1 to Form of Tender.

The Tender guarantee of a joint venture/consortium must be in the name of the joint venture/consortium submitting the tender. If the joint venture/consortium has not been legally constituted at the time of tender, the Tender Guarantee shall be issued in the name of lead member on behalf of the joint venture/consortium indicating names of all future members in the Bank Guarantee.

C19.2 Any Tender not accompanied by an acceptable Tender Guarantee shall be summarily rejected by the Employer as non-responsive.

C19.3 The Tender Guarantee of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Guarantee in accordance with Sub-Clause 4.2 of the GCC.

C19.4 The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract has been signed with the successful Tenderer or at any time, at discretion of Employer after taking final decision on the process of tender.

C19.5 The Tender Guarantee shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E5 below;
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Employer.
- (d) If the Tenderer fails to unconditionally withdraw any deviations, conditions, qualifications etc; at the price indicated by him in Pricing Document Annexure- ITT-2 Part 2 Appendix E.

C20. Guarantees and Warranties

C20.1 The Tenderer shall submit full details of the identity of the proposed parties who would respectively provide or issue:

- (a) the Performance Guarantee in accordance with Sub-Clause 4.2 of the GCC;
- (b) parent company Undertakings in accordance with Sub-Clause 4.2 of the GCC;
- (c) parent company Guarantees in accordance with Sub-Clause 4.2 of the GCC;

C20.2 If the Tenderer comprises a partnership, consortium or joint venture, a parent company of each member or participant will be required to execute the Undertakings and Guarantees referred to in sub-paragraphs (b) and (c) above.

C20.3 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.

C20.4 The Contractor should note that all Guarantees, except Advance Payment Guarantee, shall be executed prior to signing of the Contract.

C21. Labour

The Tenderer's attention is especially drawn to Clause 6.1 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour and complying with the statutory Employment conditions.

C22. Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to design and construction of tunnels and stations; design of station and viaduct; construction of station and viaduct; design, manufacture and supply of Rolling stock; design, manufacture and installation of signalling/ Train control and Communication systems; design, manufacture and installation of Power supply, Traction Power, Power Distribution and Lifts and Escalators; installation of Track work; design, manufacture, supply and installation of Automatic Fare Collection, design and construction of Electrical & Mechanical including B.M.S.work at Various stations, Design and construct work of Majestic Station, Air Conditioning and Ventilation work including that for SES for tunnel ventilation and ECS, etc;

C23. Rates for Major Items of Works/Activities, Labour, Plant and Machinery

C23.1 The Tenderer shall submit along with the Pricing Document in Appendix FT-2 to the Form of Tender (in the format provided in Appendix C of Annexure ITT-2), rates for the following:

- (a) major items of work/activities;
- (b) daily rates for skilled, semi-skilled and unskilled labour including Contractor's overhead charges, profits, etc., and
- (c) hourly rates of use of major plant and machinery regularly employed on works of similar nature.

Some of the work not covered under anywhere else including Schedule of Miscellaneous work, shall be required to be carried out as per rates mentioned in Appendix- C of Annexure ITT-2 on Day work schedule basis as per instruction of the Engineer, subject to approval of these rates by the Employer,

C23.2 The above rates shall be inclusive of all charges such as fuel, operator's costs etc; but exclusive of Contractor's profit, overheads, etc. which will be added to the rate described in paragraph C23.1 above by percentage specified in Appendix B to Annexure ITT-2. The Tenderer should note that he shall be required to clarify these rates during tender clarification process. Subject to such discussions and any revisions that may be agreed, the Employer will incorporate these documents or a part or parts of them into the Contract as part of the Pricing Document. The Tenderer should note that these rates shall, if approved by the Employer, only be used for valuing variations and valuing such items of the Provisional Sums which are procured or executed on a Day work basis.

C23.3 Some of the work, which do not come under purview of the Fixed Lump sum Price

quoted under Appendix A, but required to be carried out by the Contractor due to his unchartered interface-obligation with other designated contractors and for miscellaneous work including Road Diversion and Utilities Diversion, etc ,or for any reason not coming under his Scope of Work as clearly described in the document of Employer's Requirement –Scope of the Work, will be accommodated as Provisional Sum for Miscellaneous Work under Appendix- B to ITT-2 . The item of work under this Appendix-B will be as per actual requirement for such items of work Schedule of Rates for the same will be adopted as per Para-12 (i) to (iv) of Annexure-ITT-2-Pricing Document-Part-1 Instruction and Preamble for the Pricing Document.

C24. Insurance

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

C25. Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Contract BMR/UG/NS/STN-TNL: Technical Package and Contract BMR/UG/NS/STN-TNL: Financial Package, that the Tenderer intends to be the responses to each and every one of those requirements.

C26 Pre-Tender Meeting

C26.1 The tenderer or his official representative will be invited to attend a Pre-Tender meeting on the date and time indicated in the NIT and Appendix FT-1 to the Form of Tender. A site visit will be arranged by BMRCL starting from their office and visiting various spots on the alignment at BMRCL's cost on date of Pre-bid Meeting. Tenderers wishing to avail the same may do so. Separate individual site visits for each tenderer shall not be arranged by BMRCL.

C26.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit tenders without conditions/qualifications.

C26.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than 7th April, 2010.

C26.4 The text of the questions raised and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4 and not through the minutes of the Pre-Tender meeting.

C26.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C27 Format and Signing of Tender

C27.1 The Tenderer shall prepare one original and two copies of the documents comprising the tender, as described in paragraph C2 of these Instructions to Tenderers clearly marked

"ORIGINAL", "COPY 1" and "COPY 2". In the event of discrepancy between them, the original shall prevail.

C27.2 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original and all copies shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs A5.1 or A5.2, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

C27.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

C28 Tunnel Boring Machines

C28.1 The Tenderer shall submit full details of his proposed Tunnel Boring Machines to enable the Employer to review and give consent to the Tunnel Boring Machine (TBM) design during the Tender Evaluation period. It is expected that the Contractor shall place the order for manufacture of the TBM immediately after receipt of the Notice to Proceed with the Work

D. Submission of Tenders

D1 Sealing and Marking of Tender

D1.1 The Tenderer shall seal the original and each copy of the Eligibility Criteria cum PQ Package and the Technical Package in separate envelopes, duly marking the envelopes as "Original", "Copy 1" and "Copy 2". Likewise, the Tenderer shall seal the Original and each copy of the Financial Package in separate envelopes duly marking the envelopes as "Original", "Copy 1" and "Copy 2". The envelopes of all the Technical Packages shall then be sealed in an outer envelope and marked as "Technical Package". Likewise the envelopes of all Financial Packages shall be sealed in an outer envelope. Thus there will be one outermost envelope containing one Tender Guarantee Envelope and three outer envelopes inside, each of which in turn will have three envelopes inside, totally in all shall be thirteen envelopes excluding the Outer-most Covering envelope/packet.

D1.2 All the inner and outer envelopes shall be addressed to the Employer at the following address:

To,

The Managing Director,
Bangalore Metro Rail Corporation Ltd,
3rd Floor, BMTCL Complex
K.H.Road, Shantinagar,
Bangalore 560 027,
Karnataka State, India

Having clearly mentioned/marked on respective Package as

- ((a) **Tender Reference No.-BMR/UG/NS/STN-TNL** Containing Tender Security (Earnest Money Deposit) in the form of Bank- Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd', payable at Bangalore.
- (b) **Tender Reference No BMR/UG/NS/STN-TNL - Package-1** - Containing Eligibility Criteria (Qualification Requirement) Documents Package and submissions along with related information-**Not to be opened before 3=30 PM (IST) on 07-06-2010.**
- (c) **Tender Reference No.- BMR/UG/NS/STN-TNL Package -2** - containing Technical Package containing all Volumes of tender as mentioned in NIT, duly filled in and sealed/stamped and signed on each page **-Not to be opened ..**
- (d) Tender Reference No.- **BMR/UG/NS/STN-TNL** Package-3 - Containing Financial Package and all related form of tenders with all rates and prices and other required data duly filled in and signed **-Not to be opened-.**

Along with clear mention of Name and address of the Tenderer on the envelopes to enable the Tender to be returned unopened in case it is declared late pursuant to paragraph D2.

- D1.3 If the outer envelope is not sealed and marked as above the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

D2 Late or Delayed Tenders

- D2.1 Tenders must be received by the Managing Director of the BMRL, at the address specified above, not later than the date and time specified in NIT and Appendix FT-1 to Form of Tender. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- D2.2 Any Tender received by Managing Director of the BMRL, after the deadline for submission of tenders stipulated above will be returned unopened to the Tenderer.

D3 Modification and Withdrawal of Tenders

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- D3.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of paragraph D1, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- D3.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and

the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Guarantee.

E. Tender Opening and Evaluation

E1 Tender Opening

E1.1 The Tender bids containing Cover of Tender Security and Package-1 (Eligibility Criteria cum PQ) including modification, substitution and withdrawal made pursuant to sub-paragraph D 3.2 with respect to Package-1 exclusively, if any, will be opened in public, at the time and date as specified in NIT and Appendix FT-1 to Form of Tender in the Office of BMRCCL, BMTC Complex, Shantinagar, Bangalore in the presence of Tenderer's designated representatives who choose to attend. The Tenderer's designated representatives who are present to witness the tender opening shall sign a register evidencing their attendance.

The envelope containing the Technical Package of the Tender including "MODIFICATION" if any, will be opened on a date to be notified by the Employer after being satisfied of Eligibility and PQ requirement of the Tenderers.

Envelope marked "WITHDRAWAL" shall be opened first and the name of Tenderer shall be read out. The Tender for which an acceptable notice of withdrawal has been submitted pursuant to sub-paragraph D 3.2 shall not be opened.

The Tenderer's name, the presence (or absence) of the Tender Guarantee in acceptable form, and any other details as the Employer may consider appropriate will be announced and recorded by the Employer at the opening. The Tenderer's designated representatives who choose to attend will be required to sign the record. All these noting and recording will be in the form of Minutes of the meeting of the Tender Opening Committee, which can be directly recorded on the Tender Opening Register for the tenders, being kept under custody of the Employer or the same can be done on separate paper, which should contain all comments and records of Tender opening committee and signature of the committee members as well as the representatives of the tenderers attending the Tender Opening meeting.

The sealed Financial Packages of all Tenders in unopened condition and as such marked on the same shall be kept separately with the Employer for safe custody.

The Tenderer is advised that the Employer's policy in respect of comparison of tenders is that the Package-1, that is Pre-Qualification Documents and Eligibility Criteria Package will only be opened on the dates of opening of tender as specified, after satisfying the availability of adequate Bank Guarantee as Tender Guarantee. After necessary review of the PQ Cum Eligibility Criteria, the Tenderers who are found eligible and qualified, will only be intimated about date of opening of their Technical Package. The Technical And Financial Packages of the tenderers not found eligible will be returned unopened. On the date, such notified by the Employer, Technical Packages will be opened and reviewed to determine their acceptability and responsiveness to the Employer's Requirements and Tender Drawings. Unacceptable and unresponsive tenders will be rejected and the corresponding Financial Package will be

returned unopened.

- E1.2 The Tenderer is to note that Financial Package of the tender submissions of which Technical Package has satisfied the review in sub-paragraph E1.1 will be opened. The date time and place of opening will be advised to tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package. The Tenderer's name, the Tender Prices and any other details as the Employer may consider appropriate, will be announced and recorded by the Employer. The Tenderer's designated representatives who choose to attend will be required to sign the record.
- E1.3 Tenders which are not accompanied by a valid Tender Guarantee, or are accompanied by an unacceptable or fraudulent Tender Guarantee shall be rejected. Technical and Financial Packages of such Tenderers will not be opened at all.
- E1.4 All decisions whether a tender is Non- Responsive, unacceptable or whether a Guarantee is fraudulent or unacceptable or non- compliant will be that of the Employer.
- E1.5 Any effort by a Bidder to influence the Employer in Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

E2. E2. Confidentiality of Tender Information and Copyright

E2.1 Confidentiality by the Tenderer:

The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications, are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. The tender drawings and documentation prepared by the Employer and the Employer's General Consultants shall be used solely for the design of the works. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer and the Employer's General Consultant. A letter of undertaking is attached in Instructions to Tenderers – Annexure ITT-5 and shall be completed by the Tenderer and returned in Tender Package 2-Volume-1.

E2.2 Confidentiality by the Employer :

Except as may be required by law, no information relating to examination, clarification and evaluation of bids and recommendations concerning awards shall be communicated after the public opening of bids to any persons not officially concerned with this process until a contract has been awarded to a bidder.E3

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4 Examination of Tenders and Determination of Responsiveness

- E4.1 General Evaluation: Prior to the detailed evaluation of tenders, the Employer will determine:

- (i) whether each tender is accompanied by the required Tender guarantee or not,
- (ii) whether each tender has been properly signed or not;

A 'NO' answer to any of the above items (i) to (ii) will disqualify the Tender.

E4.2 Evaluation of Technical Package:

The Employer will evaluate the technical proposal to determine the technical suitability and acceptability as per Requirements of the Tender Document of only such tenderers who qualify based on E4.1 above.

E4.2.1 Evaluation of Responsiveness

The Employer will determine whether each tender is substantially responsive to the requirements of tender documents. A substantially responsive tender is one that conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one:

- (i) which affects in any substantial way the scope, quality or performance of the Works; or
- (ii) which limits in any substantial way, is inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or
- (iii) whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive tenders.

Tender having any of the above material deviation or reservation shall be disqualified and rejected.

E4.2.2 Evaluation of Qualifying conditions

Tenders that include qualifications which:

1. seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the Contractor in the Tender Documents; or
2. include a deviation from the Tender Invitation Documents which would render the Works, or any part thereof, unfit for their intended purpose or
3. fail to commit to the date specified for the completion of the Works as specified under Key Dates as mentioned in Attachment to Form of Tender FT-1.

will be deemed non-conforming and shall be rejected.

E4.3 Tenders which are

- not fulfilling the General Evaluation Criteria as per E4.1 above,
- not substantially responsive as per E4.2.1 above and
- not fulfilling the qualifying conditions as per E4.2.2 above,

will be deemed non- conforming and shall be rejected by the Employer, and shall not be

allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.4 If any Technical Proposal is rejected, pursuant to paragraph E4.3 above, the Financial Package of such Tender shall be returned unopened.

E4.5 DELETED (NOT USED).

E4.6 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which do not result in benefits to the Employer shall not be acceptable.

E5 Correction of Errors

E5.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

E5.2 The Tender Total and the Fixed Lump Sum Price stated by the Tenderer in works (in the Tender Total Page) shall prevail. Any adjustment needed including, if necessary, in the Tender Total, shall be made by the Employer. Similarly, Total Amount for unqualified withdrawal of Conditions, Qualifications, Deviations etc. (Appendix E to Annexure ITT-2) will be checked by the Employer for any arithmetic errors. Total Amount stated by the Tenderer (at the bottom of table) shall prevail subject to correction of any arithmetical error by the Employer. If arithmetical errors are discovered in the amount of increase or decrease for unqualified withdrawal of each condition, qualification, deviation etc. corrections will be made by the Employer proportionably to the amount of each item. If the Tenderer does not accept the corrections, his Tender will be rejected, and the Tender Guarantee shall be forfeited.

E6 Conversion to Single Currency for Comparison of Tenders

Tenders will be compared in Indian Rupees only. This will be achieved by converting the Foreign Currency portion into Rupees at the Bill Selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal and then adding the same to the Rupee portion of the Tender.

E7 Evaluation and Comparison of Tenders

E7.1 Technical Evaluation:

The Employer will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those that comply with the requirements of the Employer and are substantially responsive, in accordance with paragraph E4, will be evaluated.

E7.2 Financial Evaluation:

The Employer will adjust the Tender Total to take into account:

- (a) Corrections for errors pursuant to clause E5 of ITT and
- (b) Pricing of unqualified withdrawals of conditions, qualifications, deviations etc; in accordance with Pricing Document Annexure ITT-2 Part 2 Appendix E and subject to clause C 2.4 of ITT for the purpose of comparative evaluation of Tenders.

Price Variation that may accrue during the period from the date of Tender Submission

will not be considered in the evaluation.

E7.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E8 Indigenisation

E8.1 Tenderers are encouraged to involve domestic firms in the Construction organisation and procurement processes. The requirement of technology transfer shall be as given in Clause 16 of the Employer's Requirements – General, **if any.**

F. Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer may award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirement contain in the Tender Documents and who has offered the Lowest Evaluated Tender Price as per paragraph E4 and E7 provided that such Tenderer has been determined to be:

- (i) eligible in accordance with the provisions of paragraph **A2;** and
- (ii) qualified in accordance with the provisions of paragraph A5.

F1.2 The Employer may request the Tenderer to withdraw any of the conditions, qualifications, deviations, etc. at the price shown in Pricing Document in Annexure ITT-2 Part-2 Appendix-E.

F1.3 Unconditional discounts, if any, will be taken as a reduction in the fixed Lump Sum Price as well as the Tender Total for that Contract and taken into account for the purpose of comparison of Price.

F1.4 The Tenderer whose Tender is determined to be the Lowest Evaluated Tender may be requested to amplify, explain or develop its Outline Safety Plan, Outline Environment Plan and proposed Works Programme and Design Submission Programme submitted with his tender prior to the date of acceptance of the tender and to provide more detail with a view to reaching provisional acceptance of such plans and programmes.

Further, the Tenderer may also be required to amend the Monthly Payment Schedule so as to be consistent with the proposed Work Programme with the view to reaching provisional acceptance of amended version. If such provisional acceptance is notified, the Tenderer shall be required, prior to award, to submit such amended version as his proposed Monthly Payment conditional only upon acceptance of his Tender.

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

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

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Guarantee, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to

furnish the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

F3.1 Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to paragraph C18, the Employer will notify the successful Tenderer by facsimile confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the amount which the Employer will pay the Contractor in consideration of the execution, completion, testing (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed by the Contract.

F3.2 In the event of award of the Contract, the following will be the sequence of events in the order given below. The Contract will not come into force until unconditional concurrence of JBIC is obtained. The Employer may seek suitable amendments to the Contract if such amendments are desired by the JBIC and are acceptable to the Employer.

- (i) Approval by Competent Authority of BMRCL;
- (ii) Concurrence of JBIC;
- (iii) Letter of Acceptance;
- (iv) Signing of Contract;
- (v) Letter of Notice to Proceed.

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 45 days from the date of issue of the Letter of Acceptance.

F5 Performance Guarantee, Parent Company Guarantee and Warranties

F5.1 The Performance Guarantee required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable. The Performance Guarantee shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Guarantee.

F6. Provision in DPR (Detailed Project Report)

There is a provision of Rs 570 Crores (INR 5700 Million) in the DPR, which is under revision, for this work..