



BANGALORE METRO RAIL CORPORATION LIMITED
(A JOINT VENTURE OF GoK & GoI)

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TENDER NOTIFICATION

CONTRACT No. BMR/BYP & PNY/MP-L7

Date: 09.12.2009

Bangalore Metro Rail Corporation Limited invites suitably qualified manufacturers to submit a Tender for the Design, Supply, Testing and Commissioning of Battery Powered Electric Loco for **Baiyappanahalli (BYPL) and Peenya (PNY) depots** of BMRCL in Bangalore, Karnataka, India as detailed below.

Sl. No.	Tender No.	Description of Equipment	Quantity	Cost of Tender Document	Amount of Tender Guarantee	Last date & Time of Submission of Tender
1.	BMR/BYP & PNY/MP-L7	Battery Powered Electric Loco	2 Nos (1 No for each depot)	INR 25,000 or US\$ 500	INR 9,00,000 (Rs Nine lakhs only)	Up to 19.02.2010 15-00 hr. (IST)

Indian and International Companies, interested in appointment through International Competitive Bidding (ICB), for this Contract can apply. Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described in this Contract.

The tender documents are available on payment of a non-refundable fee of INR 25,000/- or US\$ 500 in the form of a crossed Demand Draft 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 drawn in favour of 'Bangalore Metro Rail Corporation Limited', payable at Bangalore, from above said Office.

The sale of Tender Documents will be between 11.00 hrs to 17.00 hrs (IST) on all working days, from 14.12.2009 to 06.01.2010 only.

Pre bid meeting will be held on 20.01.2010

The Tender, with duly completed documents in sealed envelopes, shall be submitted to the aforesaid office of the Managing Director on or before 15:00 hrs (IST) of 19.02.2010. Sealed Tenders will be opened at 1530 hrs (IST) on the same day in the presence of authorized representatives of the Tenderers who wish to be present. **Late or delayed tenders will not be accepted.**

The Tender shall be valid for 180 days from the latest date of submission of Tender and shall be accompanied by a Bank Guarantee for an amount of INR 9,00,000/- (Rs. Nine lakhs only)

BMRCL reserves the right to accept or reject any or all proposals without assigning any reason whatsoever. No Tenderer shall have any cause of action or claim against BMRCL for rejection of the proposal.

Canvassing in any form will result in summary rejection of the Tender.

For details please visit our web site: www.bmrc.co.in

**Managing Director
BMRCL**

**BANGALORE METRO RAIL CORPORATION LIMITED
BANGALORE METRO RAIL PROJECT**

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS**A. General.****A1. General Description of the Work**

A1.1 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 18.10 Km length with 17 stations and North-South corridor of approximately 14.90 Km length with 15 stations, comprising of at-grade, elevated and underground 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 proposed at Majestic. The mode of traction is 750V dc Third Rail. The track will be of Standard Gauge (1435 mm). On the East- West corridor a maintenance Depot along with full workshop facilities is envisaged at Baiyappanahalli, adjacent to the Eastern Terminal Station. On the North- South Corridor a Depot proposed at Yeshwanthpur on elevated section as per DPR has now been envisaged at Peenya 3.7 Km north of Yeshwanthpur, where adequate land is available. An Integrated Operation Control Centre (OCC) for both the corridors is proposed at Baiyappanahalli, 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.

The extension of the line beyond Yeshwanthpur to Hessargatta Cross on the northern side and extension on southern side from R.V.Road to Puttenhalli and a backup Control Centre (BCC) at Peenya Depot have been sanctioned by Government of Karnataka and Government of India and will now be implemented as the phase-I of the Bangalore Metro Rail Project.

- A1.2 The work in this document comprises Design, Supply, Testing and Commissioning of Battery Powered Electric Loco at Baiyappanahalli and Peenya Depots, supply of spares and tools and the training of operation and maintenance personnel of the Purchaser.
- A1.3 The Contractor shall have after sale service facilities in India by himself or through his associate firm in India who shall have proven track record in related areas for all imported equipment. If not, the Tenderer shall establish after sale service facilities in India.
- A1.4 The Contractor shall also carry out effective interface and coordination with the relevant Authorities and Designated Contractors and others appointed by the Purchaser from time to time, during the Contract Period.
- A1.5 The detailed scope of work is further described in Technical Specifications of the Tender Document.

A2. Source of Funds

Phase-1 of the Project will be financed partly through equity participation by the Government of India (GoI) and Government of Karnataka (GoK) and partly through loans from **Japan International Cooperation Agency (JICA)** and local Banks and financial institutions. This work for Design, Supply, testing and commissioning of Battery Powered Electric Loco is funded by contribution of the two Governments and not through JICA loan. It will be an International competitive Bidding Tender and will not require JICA concurrence at any time.

A3. Eligible Tenderers

- A3.1 Interested Manufacturers of International repute may submit the Tender as sole contractor or through authorized agent or as a joint venture or consortium (group) with authorized agent or Indian firm in case of foreign manufacturers but with a maximum of three members. Foreign Tenderers are encouraged to associate Indian firm/s experienced in the discipline of the Contract as a member in a joint venture or consortium or as a subcontractor to act as Indian point of contact for Purchaser during and after the Contract. The Lead Member of joint venture or consortium shall be a manufacturer and his percentage participation in financial terms must be at least 70% in the group.
- A3.2 The Tenders for this Contract will be considered only from those companies, corporations, consortium and joint venture (group) who meets the Eligibility Criteria based on the information and documents submitted with Appendix FT-3 to Form of Tender. Financial Evaluation shall be made only for the responsive Tenders. A responsive tenderer is one whose offer passes the Eligibility Criteria, Qualifying requirements and Technical requirements.

A4. Eligible Source Countries for Materials, Plant, and Services, etc.

There is no restriction in principle on the country of origin of Plant, Materials, and Services to be provided under the Contract. However, all Plant, Materials and Services shall be to the satisfaction of the Purchaser and the Engineer. All Plant, 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 Purchaser and the Engineer under the Contract. Tenderers may associate Indian Companies for customizing local support in installation, testing and commissioning etc. and after sale service.

A5 Eligibility Criteria.

- A5.1 The Tenderer must be a proven manufacturer of Battery Powered Electric Loco who must meet the following condition on date of Tender opening

Sl. No.	Conditions	Minimum Requirement
i	The numbers of Battery Powered Electric Loco Designed, manufactured, Supplied, tested and commissioned in last five years ending 31.3.2009 to any Metro Railway/Suburban Railway/Main line Railway System.	5 Nos
ii	Out of the supplied & commissioned number of Battery Powered Electric Loco by the tenderer in the last five years ending 31.3.2009 to any Metro Railway/Suburban Railway/Main line Railway System, minimum number of Battery Powered Electric Loco that should be in operation with satisfactory performance for a minimum period of 2 years after commissioning as on the date of opening of Tender and supported by a performance certificate from	2 Nos

	clients. The Tenderer shall attach the certificate from the clients for satisfactory operation of numbers of Battery Powered Electric Loco.	
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- a) The manufacturing unit of the Tenderer or the Lead partner, where the Battery Powered Electric Loco is being proposed to be manufactured and supply against this Tender, should have experience of manufacturing of at least 5 numbers of Battery Powered Electric Loco in last 5 years ending 31.03.2009, out of which at least 2 numbers of Battery Powered Electric Locos should have been working satisfactorily for a minimum period of 2 years after commissioning as on the date of opening the Tender. The Tenderer shall give complete details to prove the credentials of the proposed manufacturing unit as mentioned herein.
- b) In case of group, the Lead Member shall meet the Technical criteria "A5.1" above; the other Member shall have at least 3 years (ending 31.03.2009) experience of manufacturing similar equipment for Railways/Metro Projects or after sales service for similar equipment used in Railways/Metro Projects.
- c) The manufacturer shall be fully responsible for design, manufacture, supply, testing and commissioning of Facilities supplied against this Contract and training of operation and maintenance personnel of the Purchaser and also coordination during design, installation, maintenance and after sales service during Defect Liability Period and AMC Period.
- d) The Tenderer shall submit the pre-qualification document as described in Appendix FT-3 to the Form of Tender with the Tender.

A5.2 Average annual turnover:-Should have an average annual turnover of not less than INR 217 million (USD 4.34 million) in last three Financial years i.e. 2006-07, 2007-08, 2008-09 or 2006, 2007 and 2008

A5.3 Net worth:-Net worth in the last accounting year should be positive for each member having $\geq 10\%$ participation in the group (consortium/JV).

A5.4 Profitability: - Profitability i.e. earning after interest but before tax, should be positive for each member of the group (consortium/JV) in at least 2 years out of the last 5 years.

Note:-

1. For eligibility criteria A 5.2 stated above, percentage participation of each member in group shall be considered.
2. For eligibility criteria A5.3 & 5.4 stated above each member in the group shall be considered individually.

A6. Qualification of the Tenderer

- A6.1 The Tenderers to qualify for award of Contract, shall submit a written notarized Power of Attorney (PoA) authorising the signatories of the Tender to commit a firm or each member of the consortium or joint venture. If Tender will be submitted through the Authorized Agent of manufacturers, the authorization letter in favour of the Authorized Agent from the manufacturer in the format provided in Annexure-2 to ITT to "Instruction to Tenderers" shall be submitted with the Tender.
- A6.2 Where the Tenderer comprises a consortium or joint venture, the Tenderer shall submit with his Tender in the pre-qualification document and in the Technical Package the following information.
- a. Memorandum of Understanding/Consortium or Joint Venture Agreement (to be duly registered in India by the successful Tenderer).
 - b. nomination of the manufacturer to be Lead Member 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 financial participation of each member together with complete details of the proposed division of responsibilities and corporate relationships among the individual members. The Tenderer shall note the requirement of para A 3.1 and A 5.3 above as far as nomination of Lead member is concerned.
 - d. The Lead Member 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 member of the consortium or joint venture.
- A6.3 The Tenderer shall submit with his Tender in the pre-qualification document full details of his ownership and control or, if the Tenderer is a joint venture or consortium, full details of ownership and control of each member thereof.
- A6.4 Indian Tenderers, or Indian authorized agent of the manufacturers, or Indian manufacturer or Indian members of a joint venture or consortium shall submit, a copy of their Permanent Account Number (PAN) details issued by the Income Tax Authorities along with their Tender submittals and Technical Package.
- A6.5 Foreign Tenderers shall include in their Tender the name of the firm who will act as their associate firm in India. They should also indicate after sale service facilities which their associate firm has in India. If the firm do not have any associate in India they will indicate in their offer how they intend to provide the after sale service facility for the Contract and Tenderer shall submit the undertaking in the form specified in Appendix FT-5 to Form of Tender.
- Foreign Tenderers should furnish following particulars of their associate firm in India, if it already exists.
- (i) The name and address of the associate company in India.
 - (ii) The precise relationship between the foreign manufacturer/principals and their Indian Associates.

- (iii) The mutual interest which the manufacturer/principal and the Indian associates have in the business of each other.
 - (iv) All services (including after sales) to be rendered by the associates whether of general nature or in relation to the particular contract and the facilities / infrastructure available with them for the same.
 - (v) Past performance.
- A6.6 Each Tenderer (each member in the case of a joint venture or consortium) or authorized Indian agent of the manufacturers, or manufacturer 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 Purchaser subsequently finds to the contrary, the Purchaser 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-6 to Form of Tender shall be submitted with the Technical Package.
- A6.7 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.
- A6.8 The Tenderer (including all members of a joint venture) and the manufacturer and the authorized agent of manufacturer shall not be one of the following:
- (i) A firm or an organization which has been engaged by the Purchaser to provide consulting services for the preparation related to procurement for or implementation of this project;
 - (ii) Any association/affiliates (inclusive of parent firm or an organization mentioned in sub-paragraph (i) above.)
 - (iii) A firm or an 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.6.9 The Purchaser requires that Tenderers and Contractors observe the highest standard of ethics during the tendering and execution of this Contract. In pursuance of this policy, the Purchaser.
- (a) Will reject the Tender for the Work or rescind the Contract if the Purchaser determines that the Tenderer/Contractor has engaged in corrupt or fraudulent practices.
 - (b) Will declare a Contractor ineligible, either indefinitely or for a stated period of time to be awarded a Contract, if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

A7 One Tender per Tenderer

A firm shall submit only one Tender either individually or as a member of a joint venture/group or the manufacturer. No firm can be subcontractor while submitting a Tender individually or as a member of a joint venture/consortium or the manufacturer in the same Tender process. A firm, if acting in the capacity of supplier of the parts of equipment 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 or the manufacturer, both Tenderers will be disqualified.

A8 Cost of Tendering

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

A9 Site Visits

A9.1 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 Works. 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 Tender.

A9.2 The tenderer and any of his personnel will be granted permission by the Purchaser 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 Purchaser/Engineer and his personnel from and against all liability.

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, Supply, Installation, Testing and Commissioning of Battery Powered Electric Loco at Baiyappanahalli and Peenya Depots of the Bangalore Metro Rail Corporation Limited.

Project and more particularly described in these documents.

- (a) Instructions to Tenderers including Annexures to ITT (Instructions to Tenderers);
- (b) Form of Tender including Appendices;
- (c) Conditions of Contract including schedules;
- (d) Technical Specifications.
 - (i) Technical Specifications.
 - (ii) Site Drawings.

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender Documents 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.

B2 Clarification of Tender Documents and Proposed Deviation.

B2.1 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 Managing Director, BMRCL forthwith for clarification.

B2.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Tender Notification, Tender Documents or the extent of detail in the Technical Specifications, the Tenderer shall seek clarification from Managing Director, BMRCL, not later than the date as specified in Appendix FT-1 to Form of Tender. 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 Managing Director, BMRCL shall be conducted in writing.

B2.3 Similarly, where the Tenderers are not able to comply fully with certain clauses of the Contract and proposes deviations, which, in his opinion, is advantageous to the Purchaser and merit consideration then the Tenderer shall submit to Managing Director such deviations, conditions and qualifications etc together with all details (i.e. Document Name, Chapter No./ Clause No./Details of Deviations/Remarks explaining reasons for deviations and why it may be considered by the Purchaser),not later than the date specified in Sl.No.16 in Appendix FT-1 to Form of Tender. Any such clarification, together with the proposed deviations will be copied to all Tenderers without disclosing the identity of Tenderer submitting the proposed deviations. All communication between Tenderers and Managing Director shall be conducted in writing. The Deviations accepted by the Purchaser shall be notified through the addenda to the Tender Documents in accordance with para B 3.1 of ITT so that the Tender to be submitted by the Tenderer shall comply fully with the Contract provisions.

B2.4 Except for any such written clarification by Managing Director, BMRCL which is expressly stated to be by way of an addendum to the documents referred to in paragraph B1.1 above and/or for any other document issued by the Purchaser which is similarly described, no written or verbal communication, representation or explanation by any employee of the Purchaser or the Engineer shall be taken to bind or fetter the Purchaser or the Engineer under the Contract.

B3. Amendment of Tender Documents

B3.1 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 2.2 of Conditions of Contract, the provisions in any such Addenda shall take priority over the Tender Notification and Tender Documents previously issued. Tenderers shall confirm receipt of such documents and list them in the Tender Submittal.

B3.2 The Tenderer should note that there might be aspects of his Tender and/or the documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract by identifying in the Letter of Acceptance.

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. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date given in the Tender Notification and Appendix FT-1 to Form of Tender, submit his Tender in four separate sealed envelopes clearly marked with the name of the Tenderer and with

"Contract No. BMR/BYP & PNY/MP-L7: Tender Guarantee"

"Contract No. BMR/BYP & PNY/MP-L7: Technical Packet"

"Contract No. BMR/BYP & PNY/MP-L7: Financial Packet"

"Contract No. BMR/BYP & PNY/MP-L7: Tender Documents and Addenda "

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

C2.1.1 The Tenderer shall submit the following documents duly completed with the Technical Package of his Tender submission:

- (a) Form of Tender (without appendices) with Power of Attorney and Authority from Manufacturer, if applicable.
- (b) Appendix FT-1 to the Form of Tender; Contract Conditions including attachment to Appendix FT-1.
- (c) Appendix FT-3 to the Form of Tender: Pre-Qualification Questionnaire (see paragraph A5 above).
- (d) Appendix FT-4 to the Form of Tender: Tenderer's Technical Proposals (see paragraph C4 and C14 below).
- (e) Appendix FT-5 to the Form of Tender: Undertaking to maintain the Battery Powered Electric Loco (see paragraph A 6.5 above).
- (f) Appendix FT-6 to the Form of Tender: Form of Declaration for Non-engagement of any Agent, Middleman or Intermediary;
- (g) Appendix FT-7 to the Form of Tender: Certificate confirming receipt of all Tender Addenda as per Proforma;
- (h) Appendix FT-8 to the Form of Tender: Details of Tender Index (See paragraph C11 below);
- (i) Certified copy of Memorandum of Understanding or Consortium/Joint venture Agreement (see paragraph A6.2 above);
- (j) Permanent Account Number (see paragraph A6.4 above);
- (k) Any further documents which are requested in writing by the Purchaser before submission of the Tender.

C2.1.2. The Tenderer shall submit the following documents duly completed with the Financial Package of his Tender submission:-

(a) Appendix FT-2 to the Form of Tender: completed Price Document.

C2.1.3 The Tenderer shall submit one set of Tender Document including Addenda untampered, signed and stamped on right hand bottom corner of each page with the Tender Document and Addenda Package of his Tender submission.

C2.1.4 The Tenderer shall provide a valid and full compliance for the works as detailed in the Technical Specifications or amended thereof in accordance Paragraph B 2.3, B 2.4 and B 3.1 above.

The Tenderer shall also submit a soft copy (CD-in MS Office Software format) of Financial Package but in case of any discrepancy, the hard copy shall prevail in accordance with Clause C13.1 below.

C2.1.5. Should any further document be required in pursuance to paragraph C2.1.1 (k), the Tenderer will be instructed by the Purchaser which package of the Tenderer's submission is to contain such document. The documents identified in paragraph C2.1.1 (c) Appendix FT-3 to Form of Tender "Pre Qualification Questionnaires" will be used for the purpose of analysing and evaluating the Capability of Tenderer but will not form part of the Contract unless same shall have been expressly incorporated into the Contract in accordance with paragraph B 3.2.

C2.1.6 The Tenderers shall quote all unit rates and prices inclusive of all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect of the design, manufacture, including procurement and sub-contracting (if any), supply and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning, and commissioning of the facilities including Integrated Testing and Commissioning, and where required by the Tender Documents, the acquisition of all permits, approvals and licences, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Documents.

C2.1.7 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole of the Works as described in the Tender Documents, based on the prices in the Pricing Document submitted by the Tenderer.

The Tenderer shall fill in rates and prices for all items of the works described in the Pricing Document. Items against which no rates or price is entered by the Tenderer will not be paid for by Purchaser when executed and shall be deemed to be covered by the rates and prices for other items in the Pricing Document. The rate and price for each item shall be reasonable and not unbalanced.

C2.1.8 The Tenderer should avoid ambiguity in his Tender i.e. if his Tender is to his standard size, Length dimensions; he should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths" etc should be avoided in the Tender.

C2.1.9 If the same items of equipment or work activities are appearing in different sub-items in Priced Document as the unit rate or price of the equipment or work activities shall be same at all places in principle and if they are shown as different at different places, the minimum of all the unit rates or prices for the same items shall be acceptable unless otherwise such difference will be reasonably justifiable and acceptable by the Engineer. The rates or prices quoted by the Tenderer will be adjusted accordingly. If the Tenderer does not accept corrected amount, his Tender will be rejected, and the Tender Guarantee may be forfeited.

C2.2 There is 'NO' waiver and exemption from the Governments of Excise Duty, Taxes, other Royalties, Duties, Cess, Octroi/ Entry Tax and levies payable to various authorities. In respect of Customs Duty, benefits as provided in the Custom's Notification No.-7/2007-Customs dated 22.01.2007 read with Notification No. 42/96-Customs dated 23.07.1996 shall be available for Bangalore Metro Rail Project.

Tenderer shall quote his rates and prices inclusive of all Taxes, Levies, Duties and other charges leviable and payable to the authorities including taxes to be deducted at source, except Customs Duties on the imported manufactured plant, equipment and finished spares and the Excise Duty as well as Value Added Tax (VAT) on the indigenously manufactured plant, equipment and finished spares, which will be paid to the Contractor on production of documentary details of Custom Duty/ Excise Duty/VAT paid to the Authorities in addition to the price quoted in accordance with the Preamble of Appendix FT-2 to Form of Tender. The Contractor shall be responsible for clearance of goods from Customs Authorities on CIF components of the plant, equipment and spare parts to be supplied from abroad. The Purchaser shall deduct at source from the payments to the Contractor which the Purchaser will be required by law for deposition with the statutory authorities in India. The Purchaser shall further furnish to the Contractor a certificate for such tax deducted at source.

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 Purchaser.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. If the Tenderer comprises a consortium or a joint venture the Form of Tender shall be signed by a duly authorized 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. If the Tender will be submitted through the authorized Agent of the manufacturer, the Authority from manufacturer in the format specified in Annexure-2 to ITT to Instruction of Tenderers shall be attached.

C4 Tenderer's Technical Proposals

C4.1 The Tenderer shall submit with his Tender his Technical Proposals as described in Appendix FT- 4 to Form of Tender.

C4.2 The Tenderer may be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with the Technical Specification and, in accordance with paragraph B3.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Purchaser (at his sole discretion) considers clearly conforming will form part of the Contract.

C5. Pricing Document

C5.1 The Pricing Document is included in Appendix FT-2 to Form of Tender. The entire work is on a "single responsibility" basis such that the total Tender price covers all Contractor's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect of the design, manufacture, including procurement and subcontracting (if any) supply, delivery, completion, testing and commissioning of the whole of works. The

Tenderer shall price and complete the Pricing Document in accordance with the Preamble given in Appendix FT-2 to Form of Tender. The priced and completed Price Document shall be submitted with the Financial Package. The Tenderer shall also give a breakdown of the prices in the manner and detail called in the Preamble to Appendix FT-2 to Form of Tender.

- C5.2 The Tenderer is to note that Key Dates are to be determined by reference to periods from the Commencement Date of the Works. Periods for each stage of work are given in Appendix FT- 1 to the Form of Tender. It is the intention that, prior to Commencement Date, Key Dates will be converted to calendar dates.
- C5.3 The terms FOB, ExW, C&F and CIF etc shall be governed by the rules prescribed in the current edition of INCOTERM published by International Chamber of Commerce, 38 Court Albert 1^{er} 75008, Paris, France.
- C5.4 The prices quoted in Price Document shall be fixed and not subject to adjustment unless otherwise specifically mentioned in the contract.

C6. Currencies of Tender and Payment

- C6.1 The prices will be quoted by the Tenderer in Indian Rupees for those inputs to the Works, which are expected to be supplied from within India including taxes, royalties, Duties, cess, octroi/Entry tax and other levies payable to various authorities in India, and for those inputs to the works which are expected to be supplied from outside India in foreign currencies respectively.

Maximum number of currencies of payment shall not be more than four including local currency. Those currencies are US Dollars, Euros, Japanese Yen and Indian Rupees (INR).

- C6.2 Interim payments in relation to the work will be certified and paid, in accordance with the provisions of Clause 19 of Conditions of Contract and the Preamble given in Appendix FT-2 to Form of Tender in the currency shown against the relevant item in the Pricing Document.
- C6.3 For the purpose of comparative evaluation of the offers, all Tender prices will be converted to INR by using the Bill Selling rates of exchange for those currencies at the close of business of the State Bank of the India on the last working day 28 days before the latest date of submission of Tenders.

C7 Tender Validity

The Tender shall be valid for a period as specified in Appendix FT-1 to Form of Tender. In exceptional circumstances, prior to expiry of the original Tender validity period, the Purchaser may request the Tenderer to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing only. 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.

C8. Tender Guarantee

- C8.1 The Tenderer shall submit with his Tender a Tender Guarantee for a sum as specified in Appendix FT-1 to Form of Tender in the form of a Bank guarantee issued from an Indian Scheduled bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the form given in Annexure-1 to ITT to the Instruction to Tenderers. The Tender Guarantee shall remain valid for a period as specified in Appendix FT-1 to Form of Tender.
- C8.2 Any Tender not accompanied by an acceptable Tender Guarantee shall be rejected by the Purchaser.
- C8.3 The Tender Guarantee of the successful Tenderer shall be returned upon the signing of the Contract Agreement and the receipt by the Purchaser of the Performance Guarantee in accordance with Sub-Clause 2.1 and 9.1 of Conditions of Contract.
- C8.4 The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract Agreement has been signed with the successful Tenderer.
- C8.5 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 E5.2 below; or
 - (c) If the successful Tenderer refuses or neglects to execute the Contract Agreement or fails to furnish the required Performance Guarantee within the time specified by the Purchaser.

C9. 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

- a) Design, Manufacture, Supply, Testing, Commissioning of Passenger Rolling Stock (Electric Multiple Units) and Training of Personnel for Bangalore Metro Rail Project.
- b) Design, Manufacturing, Supply, Testing, Commissioning of Signalling/Train Control and Telecommunication Systems and Training of Personnel for Bangalore Metro Rail Project.
- c) Construction of power supply, third rail and electrification works in Baiyappanahalli and Peenya Depots.
- d) Construction for Track Works including in Depot-cum-Workshop at Baiyappanahalli and Peenya Depots.
- e) Construction of civil and building works at Baiyappanahalli and Peenya Depots.
- f) Any other contract to be placed/being placed by Bangalore Metro Rail Corporation Limited for Bangalore Metro Rail Project.

C10. Insurance

- 10.1 The Tenderer's attention is drawn to the provisions contained in Clause 13 of the Conditions of Contract.

C11. Tender Index

- C11.1 The Tenderer shall include with his Tender a Tender Index. The Tender Index should indicate where within the Technical Package as well as Financial Package, the Tenderer has included his responses/comments to the Tender requirements and conditions elaborated in these Tender documents.
- C11.2 A check list has been included in Annexure-3 to ITT to Instruction of Tenderer for guidance. The Tenderer should ensure that all information is submitted in their Tender. An incomplete Tender will be rejected. The Tenderer shall fill the check list and submit with Appendix FT-8 to Form of Tender.

C12 Pre- bid Meeting

- C12.1 The Tenderer or his official representative may attend a pre-bid meeting, which will be held at the place, date and time as indicated in Appendix FT-1 to the Form of Tender.
- C12.2 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.
- C12.3 All clarifications must be sought in writing before the pre-bid meeting or after the meeting prior to the last date of seeking clarifications date mentioned in FT-1. No clarifications will be entertained subsequently. The Tenderer is requested to submit any questions in writing or by facsimile, to reach the Purchaser not later than two weeks before the meeting.
- C12.4 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 B1.1 which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to paragraph B3.1 and not through the minutes of the pre-bid meeting.
- C12.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

C13 Format and Signing of Tender

- C13.1 The Tenderer shall prepare one original and two copies of the documents comprising the Tender, except for Tender Guarantee (original to be submitted) and Tender Document and Addenda (one set to be submitted) clearly marked "ORIGINAL", "COPY 1" and "COPY 2". In the event of discrepancy between them, the original shall prevail.
- C13.2 The original and all copies of the Tender shall be typed or written in indelible ink and all the pages of the original, and all copies shall be stamped and signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to sub-paragraphs A6.1 or A6.2, as the case may be (in the case of copies, photocopies of the original are also acceptable). 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.
- C13.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Purchaser, 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.

C13.4 The Tenderer should submit his Tender which conforms to the conditions and requirement of Tender Documents.

C-14 Technical Alternatives

C14.1 Tenderer may offer alternative equipment which, whilst not fully complied to the Technical Specification, would meet the overall performance requirements for the equivalent equipment. However he must first submit a Technical Proposal, which complies with the tender.

C14.2 These alternatives shall be clearly described In Appendix FT-4 to Form of Tender in the Technical Package. Tenderer shall provide all information to demonstrate how the proposed alternative meets performance, function and safety requirement and other relevant Technical Specification. Information provided shall include drawings, design calculations, technical specifications, proposed installation methodology and other relevant details.

C14.3 These Technical submissions shall show clearly the difference between the proposed alternatives and the complied Tender in terms of Technical proposals, programme schedule and any other aspects that would be affected by adoption of the alternative.

C14.4 Tenderer shall fully price the complied Tender as described in the Tender Documents. The Tenderer shall include the price adjustment for each alternative to the complied Tender in Annexure D of Appendix FT-2 to Form of Tender in the Financial Package. The price adjustment shall show the revised amount for the affected items together with a summary of the adjusted Tender Total

C14.5 The selection of an alternative (if any) shall be at the sole discretion of the Purchaser.

C14.6 The lowest evaluated Tender shall be determined as per paragraph E5 by comparing the complied Tender offers of Technically Compliant Tenderers. The Technically suitable alternative shall be considered only for the lowest evaluated Tender. The Purchaser shall have the right to accept or reject the Alternative(s).

C15. Quantity variation

The Purchaser reserves the right to increase or decrease the quantity of spares up to 30% of the quantity offered by the Tenderer. The successful Tenderers are bound to accept the increase or decrease in the quantity under this clause at the time of placement of contract or during the currency of the contract. The quantity may be further increased / decreased at the mutual consent of the Purchaser and the Contractor. While operating this clause the quantity shall be rounded off to the nearest whole number and value less than 0.5 shall be ignored and 0.5 or more shall be rounded off to the next whole number. If the Tendered quantity is 1, Purchaser reserves the right to increase the quantity under this clause to 2 Nos.

C16. Maintenance Contract.

The Tenderer will be required to enter into a Maintenance Contract after the DLP period with Purchaser for the Facilities supplied under the Contract under the terms and conditions specified in Schedule -5 to Conditions of Contract. The Tenderers shall price the maintenance cost in Annexure-C, Appendix FT-2 to Form of Tenders.

D. Submission of Tenders

D1 Sealing and Marking of Tenders

D1.1 The Tenderer shall submit the Tender Guarantee in a separate sealed envelope. The Tenderer shall seal the Original and each copy of the Technical Package in separate envelopes, duly marking the envelopes as "Original", "Copy 1" and "Copy 2" and put all the three technical package namely original, copy 1 and copy 2 together in a separate envelope duly superscribing the envelope as "Technical packet". Likewise, the Tenderer shall seal the Original and each copy of Financial Package in separate envelopes duly marking the envelopes as "Original", "Copy 1" or "Copy 2" and put all the three Financial package namely original, copy 1 and copy 2 together in a separate envelope duly superscribing the envelope as "Financial packet" The Tender shall seal one set of "Tender Document and Addenda" package in a separate envelope. These four envelopes namely, Tender Guarantee, Technical Packet, Financial packet & Tender Document and Addenda Envelope shall be kept in an outer envelope. Thus there will be one outermost envelope containing one Tender Guarantee Envelope, one Technical packet envelope, one financial packet envelope one Tender Document and Addenda Envelope.

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

To,

Managing Director,

Bangalore Metro Rail Corporation Limited,

III Floor, BMTC Complex,

K.H. Road, Shanthinagar,

Bangalore-560027, Karnataka, India.

(a) bear the following identification for Tender Guarantee

TENDER GUARANTEE

Contract Reference No. BMR/BYP& PNY/MP-L7

DO NOT OPEN BEFORE 15:30 hrs. On 19.02.2010

Name and address of the Tenderer

(b) bear the following identification for Technical Package

TECHNICAL PACKET

Contract Reference No. BMR/BYP& PNY/MP-L7

DO NOT OPEN BEFORE 15:30 hrs. On 19.02.2010

Name and address of the Tenderer

(c) bear the following identification for Financial Package:

FINANCIAL PACKET

Contract Reference No. BMR/BYP& PNY/MP-L7

DO NOT OPEN

Name and address of the Tenderer

(d) bear the following identification for Tender Document and Addenda:

TENDER DOCUMENT AND ADDENDA.

Contract Reference No. BMR/BYP& PNY/MP-L7

DO NOT OPEN BEFORE 15.30. On 19.02.2010

Name and address of the Tenderer

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

D2 Late or Delayed Tenders

D2.1 Tenders must be received in the office of the Managing Director at the address specified above, not later than the date and time specified in Appendix FT-1 to the Form of Tender. The Purchaser may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph B3, in which case all rights and obligations of the Purchaser and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2.2 Any Tender received by the Purchaser after the deadline for submission of Tenders stipulated above will be returned unopened to the Tenderer.

D3 Modification, Substitution 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 Purchaser 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 Tenders and the expiration of the period of Tender validity specified in Appendix FT-1 to the Form of Tender shall result in the forfeiture of the Tender Guarantee.

E. Tender Opening and Evaluation

E1 Tender Opening

E1.1 Envelope marked "WITHDRAWAL", if any, shall be opened at the time and date as specified in Appendix FT-1 to Form of Tender in the office of BMRCL, III Floor, BMTC Complex, Shanthinagar, Bangalore. The Tenderer is allowed to be present at the time of opening of the Tender. 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 D3.2 shall not be opened. Subsequently the envelope of the Tender Guarantee of Tender will be opened

Tenders which are not accompanied by a valid Tender Guarantee, or are accompanied by an unacceptable or fraudulent Tender Guarantee shall be considered as non-compliant and rejected.

The Tenderer is advised that the Purchaser's policy in respect of comparison of Tenders is that the Technical Package and the envelope of Tender Document and Addenda will be opened and evaluated of only those Tenders, who accompany a valid Tender guarantee. The Tenders of those Tenderers not accompanied by a valid Tender guarantee will be rejected and the corresponding Technical Package, Financial Package and Tender Document and Addenda envelope will be returned unopened.

- E 1.2 The Technical Package of Tenderers who are accepted as per sub-paragraph E 1.1 above will be opened. The Tender Evaluation Committee appointed by GC/BMRCL will evaluate Technical Package to determine their acceptability and responsiveness to the Contract requirement and their capability and technical suitability.

Tenderers whose technical package is evaluated as unresponsive will be rejected and the corresponding Financial Package will be returned unopened.

- E1.3 The Tenderer is to note that Financial Package of Tender submissions of which Technical Package has satisfied the evaluation criteria prescribed in paragraph E4 will be opened with the Tender sums posted. The date, time, and place of opening will be advised to Tenderers whose Technical Package has been found acceptable so that they can be present at the stipulated time of opening of Financial Package.

- E1.4 Whether a Tenderer is not capable or whether a Tender is unresponsive, unacceptable or whether a Guarantee is fraudulent or unacceptable or non-compliant will be decided by the Purchaser.

- E1.5 All Tenderers or their representatives, who wish to attend the opening of Tender shall accompany a letter of the Tenderer to authorize them to attend.

E2. Confidentiality of Tender Information

The Tender 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. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Purchaser. In the event that such confidentiality is breached, the Purchaser may reject the Tender. Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

Any effort by a Tenderer to influence the Purchaser's processing of Tenders or award decisions may result in the rejection of the Tenderer's Tender.

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification and the response shall be in writing, 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 errors discovered by the Purchaser in the evaluation of the Tenders in accordance with paragraph E5.

E4 Examination of Technical Package and Determination of Capability and Responsiveness**E4.1 General Evaluation**

Prior to the detailed technical evaluation of Tenders, the Purchaser will determine:

- (i) Whether each Tender has been properly signed or not
- (ii) Whether Tenderer has accompanied the required Tender guarantee.
- (iii) Whether the Technical Package has been prepared and submitted is conforming to the requirement of the Tender Document.

Minor informality non conformity or irregularity in the Tender submission may be allowed at the discretion of the Purchaser.

A 'NO' answer to any of the above items (i) to (iii) will disqualify the Tender/ Tenderer. All decisions whether Tender is non responsive, unacceptable or whether a guarantee is acceptable or non compliant, will be that of the Purchaser.

E4.2 Evaluation of Technical Package

The Purchaser will evaluate the technical package to determine the capability as per paragraph A3, A5 and A6 above and the technical suitability and acceptability as per Technical Specification of only such Tenderers who qualify based on E4.1 above.

E4.3. Evaluation of capability.

The Purchaser will evaluate the capability of the Tenderers based on information and document submitted in Appendix FT-3 to Form of Tender – PRE-QUALIFICATION QUESTIONNAIRE. The Tenderer, who do not meet the requirement under paragraph A3, A5 and A6 above will be disqualified and their Tenders will be rejected.

E4.4 Evaluation of Responsiveness

The Purchaser 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;
- ii. which limits in any substantial way, is inconsistent with the Tender Documents, the Purchaser's rights or the Tenderer's obligations under the Contract;
- iii. which is inconsistent with the Tender Document whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive Tenders.
- iv. which seek to shift to the Purchaser , another Government Agency or another Contractor all or part of the risk and/or liability allocated to the Contractor in the Tender Documents; or
- v. which include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose or.
- vi. which fail to commit to the dates specified for the completion of the Works as specified under Key Dates KD3 and KD4 of Attachment to Appendix FT-1 to Form of Tender.

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

The Purchaser may waive any minor deviation, non conformity or irregularity in the Tender that does not constitute a material deviation.

E4.5 Tenders which are

- not fulfilling the General Evaluation Criteria as per E4.1 above,
- not meeting the requirement as per E4.3 above and
- not substantially responsive as per E4.4 above,

shall be rejected by the Purchaser, and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.6 If any Tender is rejected, pursuant to paragraph E4.5 above, the Financial Package of such Tenderer shall be returned unopened.

E4.7 The Purchaser will evaluate the capability and the technical suitability and acceptability of the Technical Package. The Financial Package of only those Tenders which are capable and technically compliant and substantially responsive, in accordance with paragraph E4.1 to E4.5, will be evaluated.

Purchaser's requirement will not ordinarily be changed after opening of the Tender. However, if any change in the Purchaser's Requirements is considered necessary during technical evaluation, the Tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be compliant in accordance with paragraph E4.1 to E4.5, will be given an opportunity to revise their sealed and unopened Financial Package.

E5 Evaluation of Financial Package

E5.1 The financial package of only those who comply with the General Evaluation Criteria as per E4.1 above and whose Technical Package is found compliant as per E4.2 to E4.5 above, will be opened and evaluated.

E5.2 Correction of Errors

E5.2.1 Tenders determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser. Where there is a discrepancy between the amounts in figures and in words, the amount in words will prevail. Any cutting/overwriting in Tender Documents shall be initialled by the authorized signatory of the Tenderer.

E5.2.2 Where there is a discrepancy between the unit price and the line item total resulting from multiplying the unit price by the quantity, the unit price as quoted will prevail, unless in the opinion of the Purchaser there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will prevail and the unit price will be corrected.

E5.2.3 The amount stated in the Tender will be adjusted by the Purchaser in accordance with the above procedure given in E5.2.1 and E5.2.2 for the correction of errors and, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of the Tender, his Tender will be rejected, and the Tender Guarantee may be forfeited.

E5.3 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 Indian Rupees at the Bill Selling Rate of Exchange at the close of business of the State Bank of India on the last working day (28) twenty eight

days before the latest date of Tender Submittal, and then adding the same to the Indian Rupee portion of the Tender.

E5.4 Financial Evaluation:

For purpose of comparative evaluation and determination of inter-se position of Tenders received, the Purchaser will adjust the Tender Total to take in to account the followings:

- (a) Corrections for errors pursuant to clause E5.2 of ITT and
- (b) Conversion of the amount resulting from applying (a) above to Indian Rupees in accordance with paragraph E5.3 above

E5.5 To determine the Lowest Evaluated Tender, the comparison shall be of

- (a) Tender Total (complied Technical Proposal) offered in Appendix-FT-2 to Form of Tender comprising;
 - A. Fixed Lump Sum Price,
 - B. Recommended Spares for 3 years after completion of DLP and
 - C. Comprehensive AMC for 3 years period after completion of DLP, and
- (b) correction of error pursuant to paragraph E5.2 of Instruction to Tenderers.

Technical Alternative (Annexure D of Appendix FT-2) will not taken into account for the purpose of comparative evaluation and determination of inter-se position of Tender received.

E5.6 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced, the Purchaser may require the Tenderer to produce detailed price analyses for any or all items in Pricing Document, to demonstrate the internal consistency of those rates/prices with the construction methods and schedule proposed.

E5.7 The Purchaser reserves the right to accept or reject any variation, deviation or alternative offer.

E6 Indigenisation/ Transfer of Technology

The Tenderer will be required to make credible arrangements for ensuring availability of critical spares and technical support, during the defect liability period and also after the contract period, during service life of the equipment/spares/M&P/systems commissioned. To ensure proper availability of technical support, the Tenderer may be required to transfer technology in certain key areas to his local associates/contractors/partners. For this purpose, International applicants are encouraged to have Indian partners who have experience in requisite disciplines for the Contract.

F. Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Purchaser will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, and whose rates and prices quoted in the pricing Document is balanced in terms of paragraph E5.6 provided that such Tenderer has been determined to be:

- (i) Eligible in accordance with the provisions of paragraph A3 and A5; and
- (ii) Qualified in accordance with the provisions of paragraph A6.

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

F2.1 The Purchaser is not bound to accept the lowest or any Tender and may, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action, by notice in writing to the Tenderers, terminate the Tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Purchaser's other rights under the Contract and the Tender Guarantee, the Purchaser may terminate the Contract under Clause 9 of the Conditions of Contract 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.

F3 Notification of Award

F3.1 Prior to expiration of the period of Tender validity prescribed by the Purchaser or extended period pursuant to paragraph C7, the Purchaser will notify the successful Tenderer by facsimile/e-mail 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 specify the amount which the Purchaser will pay the Contractor in consideration of the execution, completion (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed by the Contract. Date of issue of 'Letter of acceptance' shall be the Commencement Date of 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.

- (i) Approval by Competent Authority;
- (ii) Letter of Acceptance;
- (iii) Signing of Purchase Agreement.

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 Purchase Agreement in the form specified in Schedule-1 to Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the Agreement within a period of 30 days from the date of issue of the Letter of Acceptance.

F5 Performance Guarantee and manufacturer's Warranties.

F5.1 The Performance Guarantee required in accordance with Sub-Clause 9.1 of the Conditions of Contract shall be for an amount 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 types and proportions of currencies in which the Contract Price is payable.

F5.2 Within 21 (Twenty- one) days of date of the Letter of Acceptance from the Purchaser, the successful Tenderer shall furnish to the Purchaser a Performance Guarantee as per sub-clause F5.1 above.

- F5.3 The Tenderer has to furnish the Manufacturer's Warranty, in accordance with Sub-clause 9.6 of Conditions of Contract.

- F5.4 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.