## SECTION II
### INSTRUCTIONS TO TENDERERS
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SECTION II
INSTRUCTIONS TO TENDERERS

A. General

A1. General Description of the Work

A1.1 Bangalore Metro Rail Corporation Ltd (BMRCL) is a Special Purpose Vehicle (SPV) of Government of Karnataka and Government of India for implementing Bangalore Metro Rail Project.

BMRCL Phase-I of the project comprises of East-West corridor (Purple line) between Baiyappanahalli and Mysore Road stations of approximately 18.10 Km and North-South corridor (Green Line) between Nagasandra and Puttenahalli (now renamed as Yelachenahalli) stations of approximately 24.20 Km. The total length of Phase-I of the project is about 42.30 Km with 40 stations. The two corridors cross at a common interchange station at Kempegowda Station (previously known as Majestic) which is a two level station. The mode of traction power is 750V DC Third Rail bottom collection. The track is of Standard Gauge (1435 mm). On the Purple Line, a maintenance depot along with full workshop facilities is located at Baiyappanahalli, adjacent to the Baiyappanahalli Station. On the Green Line, a depot is located at Peenya and connected to the main line between Peenya Industry and Jalahalli Cross stations. An Integrated Operation Control Centre (OCC) for both the corridors is located at Baiyappanahalli Depot and a Back-up Control Centre (BCC) is located at Peenya Depot.

Presently, there are 50 trains of 3 cars consist (DMC+TC+DMC) running in BMRCL Phase-I network. These 50 trains are being converted to 6-cars (DMC+TC+MC+MC+TC+DMC) progressively.

A1.2 Further, BMRCL is proceeding with the implementation of Phase-II of the project. The sanctioned Detailed Project Report (DPR) of Phase-II envisages extension of existing two corridors viz., East-West (Purple line) and North-South (Green Line) Corridors comprising of elevated sections and construction of two new lines Reach-5 (Elevated), Reach-6 (Elevated) and Reach-6 (UG).

The East-west Corridor is extended from Mysore Road to Kenneri in West end and from Baiyappanahalli to ITPL-Whitefield in East end. Similarly, North-South Corridor is extended from Nagasandra to Bangalore International Exhibition Centre (BIEC) in North end and Yelachenahalli to Anjanapura Township in South end. The trains operating on the present East-West and North-South of Bangalore Metro Rail Project (Phase-I) will be extended to operate on these extensions also.

An elevated new line of about 18.82 km from R V Road to Bommasandra (Reach-5) and about 21.25 km from Gottigere to Nagawara (Reach-6) will be constructed under Phase-II of the project. Reach-5 is fully elevated with 16 stations and Reach-6 has underground section of approximately 13.75 km with 12 stations and elevated section of about 7.5 km with 6 stations.
A1.3 The details of Reach-5 and Reach-6 (Elevated) on which Escalator system has to be provided under this project are given below:

<table>
<thead>
<tr>
<th>SI</th>
<th>Corridor/Section</th>
<th>Number of Stations</th>
<th>Length (Km)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>(Reach-5) R.V. Road Terminal to Bommasandra - Elevated</td>
<td>16*</td>
<td>18.82</td>
</tr>
<tr>
<td>2</td>
<td>Reach-6 (Elevated) North- South line from Gottigere to Swagath Road cross-</td>
<td>6*</td>
<td>7.5</td>
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Sub Total 22 26.32

* includes two-level common interchange (between Reach-5 & Reach-6) station at Jayadeva Hospital.

A1.4 BMRCL intends to invite suitably qualified Indian and International Tenderers to submit Tenders through International Competitive Bidding (ICB) for 'Design, Manufacture, Supply, Installation, Testing and Commissioning of Escalators for New lines Reach-5 and Reach-6 (Elevated) under Phase-II'

A1.5 The brief scope of work includes but not limited to:

- Designing of complete Escalator system based on the given parameters to meet the basic requirement of movement of Persons at different stations.
- Manufacturing of Escalators complete as per approved design.
- Supply and Complete Installation of the Escalators at stations including associated civil works to give proper aesthetic appearance.
- Training to the operation and maintenance staff.
- Comprehensive Annual Maintenance Contract.
- Technology transfer.
- Other scope of works detailed in Employer's Requirement - Technical Specifications, Drawings and other documents.

A1.6 The Contractor shall establish facilities for transfer of technology either independently or with an Indian Partner of proven track record in relative areas for all imported systems/ sub–systems. The Transfer of Technology shall cover the areas listed out in the Employer's Requirements.

A1.7 The Contractor shall also carry out effective interface and coordination with Bruhat Bangalore Mahanagara Palike (BBMP), Electrical Inspectorate, the Detailed Design Consultants of stations / buildings and other System works, Elevator Contractor, Rolling Stock Contractor, Civil / Structural Contractors, Contractor for Station Electrical works and other System wide Contractors as per requirement.

A1.8 The Contractor shall be responsible for carrying out Integrated Testing and Commissioning of Escalators in co-ordination with Designated Contractors under supervision of Engineer. He shall also carry out all statutory tests and trials necessary for obtaining sanction of the Competent Authority for opening the Escalators for public carriage of passengers and provide assistance and information as required by the appropriate statutory authorities in India.
A1.9 The Contractor shall be required to undertake supervision and maintenance of the Escalators for 2 years during Defect Liability Period (DLP), supplied under the Contract. Further, the Contractor shall maintain the Escalators up to five (5) years beyond DLP under Comprehensive Annual Maintenance Contract (CAMC).

A1.10 The Contractor shall provide a Warranty to make available spares for the Escalators provided under the Contract for a period of 10 years from the date of issue of the Performance Certificate.

The successful Tenderer will be required to set up a Project office in Bangalore to enable their design/drawing development and the project construction work to be monitored and checked by BMRCL’s authorised representatives.

A1.11 The detailed Scope of Work for the Contractor is further described in the Employer’s Requirements.

A1.12 Tenderers are advised that their selection, as suitably eligible qualified Tenderers, shall be entirely at the discretion of BMRCL. Tenderers will be deemed to have understood and agreed that no explanation or justification of any aspect of qualification process will be given and that BMRCL’s decision shall be without any right of appeal whatsoever.

A1.13 Tenderers are advised that BMRCL will not respond to queries or enter into communications concerning or relating to the Tender procedure.

A1.14 Tenderers will not on their own provide additional information or material subsequent to the date of submission and such material, if submitted, will be disregarded and BMRCL will not entertain any dispute or claim on this behalf. However, BMRCL reserves the right to seek additional information/clarifications/documents as may be required for assessing the capabilities of the Tenderer and the Tenderer is bound to furnish such information.

A1.15 Tenderers will not be considered if they suppress information or make misleading or false representations in statements, attachments and Qualification questionnaire submitted in proof of the qualification requirements.

A1.16 This document describes the Tender procedure and the requirements for the submission of ‘Qualification cum Technical Package’ and ‘Financial Package’. The Tenderer should read Clause D- Submission of Tender given in ‘Instructions to Tenderers’ in Volume 1 of the Tender Documents for submission of the ‘Qualification cum Technical Package’ and ‘Financial Package’ in this Tender.

A1.17 Tenderers should note that the information given in this Document is intended to provide the Tenderers with preliminary information concerning the Project. The information contained herein shall not in any way be interpreted as binding on Bangalore Metro Rail Corporation Ltd and its agents, successors or assigns. Tenderers shall read carefully the contents of all the volumes of the Tender Document.

A1.18 The Tenderer should provide accurate information on any litigation or arbitration resulting from Contracts completed or under execution over the last five (5) years counted from 28 days prior to date of submission of Tender. A consistent history of awards against the Tenderer or any member of the Group (Consortium/JV) may result in failure of Tenderer in Qualification.

A1.19 Information supplied by a Tenderer (or other constituent member, if the Tenderer is a group) must be relevant to the Tenderer or constituent member named in the Tender and not, unless specifically requested, to other associated companies or firms. The
information and experience provided of an entity (Constituent Member) in a Group must be commensurate with the proposed role of that entity in the Contract to be awarded.

A1.20 BMRCL will review and evaluate the information submitted by Tenderers in the ‘Qualification cum Technical Package’ and select the Tenderers as qualified, whose Tenders will be further considered and evaluated, without being assigned any reason for the Employer’s decision.

A2. Source of Funds

As per approved funding pattern of Phase-II, 54.02% of the project cost will be from the contribution by way of equity and subordinate debt from Government of Karnataka (GoK) and Government of India (GoI). Balance 45.98% funds are to be raised in the form of senior debt. Out of 45.98% senior debt, BMRCL has already tied up funding for 43.14% of senior debt and is in the process of arranging funds for the balance portion of senior debt. Funds required for this tender shall be met out of promoter’s contributions (GoK and GoI).

A3. Eligible Tenderers

A3.1 The Tenders for this Contract will be considered only from those Companies, Corporations, Partnerships, Consortia and Joint venture (group) who pass the ‘Eligibility and Qualification Criteria (EQC)’ as specified in Section-III, based on their submission under ‘Qualification cum Technical package’ with this Tender. Financial Package of only such qualified and technically compliant Tenderers will be evaluated.

Any change in the composition of a Consortium or Joint venture after submission of Tender will not be permitted and such a Tender will be rejected.

However, the award of Work shall be subjected to criteria defined in ITT Clause F1.1.

A3.2 A Tenderer may be a Private entity or a Government-owned entity or any combination of such entities in the form of a Joint venture (JV)/ Consortium. In the case of a Joint venture/ Consortium:

a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms,

b) shall submit a notarized Memorandum of Understanding (MoU) OR Consortium / JV Agreement, comprising of all the members. In case it is notarized by the notary public of foreign country, the document should be legalized by the Indian Embassy/High Commission. However, the document/s provided by a Tenderer from a country which has signed the ‘Hague Legislation Convention 1961’ is not required to be legalized by the Indian Embassy/High Commission if it carries a conforming “Apostille" certificate.

c) the JV/ Consortium shall nominate a Representative (Leader) who shall have the authority to conduct all business for and on behalf of any and all the members of the JV/ Consortium during the Tendering process and in the event the JV/ Consortium is awarded the Contract, during Contract execution,

d) maximum number of members in the JV/ Consortium shall be Three (3),

e) shall submit complete details of the proposed division of role, responsibilities and corporate relationships among the individual members.

f) 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.
g) the Lead Member shall be a local member, who should have the experience of satisfactory maintenance of Escalators in ‘Airports / metro / suburban rail / commuter rail / main rail system’ as stipulated in the Eligibility and Qualification Criteria (EQC).

h) The Tender shall be signed so as to be legally binding on all members of the Partnership, Consortium or Joint venture

A3.3 Conflict of Interest:

A Tenderer and all partners constituting the Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified.

A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:

(a) Tenderer and all partners constituting the Tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project;

(b) Tenderer and all partners constituting the Tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or

(c) A Tenderer and all partners constituting the Tenderer 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.

A3.4 The Tenderer shall not be eligible to participate in the Tender, in case the Tenderer (applies to each individual member in case of JV/Consortium) is debarred/blacklisted/declared ineligible for award of contract by Multilateral and bilateral funding agencies/ Government of India/State Government/ Government Undertaking/Government JV and his tender will be rejected.

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

A4.1 There are no restrictions 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 Employer and the Engineer and their decision will be final and binding. 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 Employer and the Engineer under the Contract. However, the Tenderer should note the requirements for transfer of Technology.

Preference to the 'Local Tenderer' who meets the 50% 'local content' shall be given.

Further, the Tenderer who wants to avail Purchase preference under ITT clause F1.1, shall submit the following documents:

i) **Self-certification**, as per proforma given in 'Appendix FT-6 to Form of Tender', that the item/s offered meets the minimum 'local content' and shall give details of the locations(s) at which the local value addition is made as per 'Table A & B of Part-D to Appendix FT-6 to Form of Tender', and

ii) **Certificate** from the Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Tenderers other than companies) giving the percentage of local content.

Alternatively, the Tenderer may also submit the said certificate within 15 days of submission of Tender.

iii) For the purpose of calculating 'Local content', "Tender total", excluding the price of CAMC quoted under Statement No. 9 will be considered.
Failure to submit the aforesaid documents shall disqualify the Tenderer to be considered as ‘Local Tenderer’ for the purpose of ‘Purchase Preference’ under ITT clause F1.1 of this Tender.

A4.2 Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. If any false declaration regarding local content is found, Tenderer/Contractor shall be debarred for a period of three (3) years from participating in tenders of all metro rail companies in India along with such other actions as may be permissible under law.

Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP(BE-II) dated 29.05.2019 issued by the ‘Department for promotion of Industry and Internal Trade’ under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India) and Ministry of Housing and Urban Affairs letter no. K-14011/09/2014/MRTS-Coord dated 28.11.2019 (with all its latest amendments) for further clarification. Tenderers are also advised to note that the ‘local content’ provided in this tender is as per the orders issued by respective Nodal Ministries as per clause 14 PP(MII) order dated 29.05.2019.

A5. Qualification of the Tenderer

A5.1 Unless otherwise approved by the Employer, the Tenders for this Contract will be considered only from those Tenderers who pass the ‘Initial Filter’ based on the submission and evaluation of the same in accordance with ‘Annexure-A’ of Section III: Eligibility and Qualification criteria. Tenders of only such eligible Tenderers will be evaluated further.

Tenderers are to complete the “Qualification Questionnaire” (QQ) and provide the required information in Forms/ Formats enclosed in Section III: Eligibility and Qualification Criteria (EQC) and these documents shall be submitted as part of ‘Qualification cum Technical Package’, in two sets consisting of one original and one copy, and marked so.

Submittals, in respect of Eligibility and Qualification of the Tenderer, will be assessed to demonstrate convincingly that the Tenderer possesses the experience and technical, administrative and financial capability to perform the Contract for which Tender is made and has a good performance record in the relevant areas. Tenderers will not be considered, if they have a poor performance record such as the abandoning of works, not properly completing Contracts, inordinate delays in completing Contracts, litigation history, financial failure, etc. Bangalore Metro Rail Corporation Ltd (BMRCL) reserves the right to approach previous clients of Tenderers to make enquiries.

Tenderers shall demonstrate their capabilities, by providing material based on their experience, past performance, their personnel, equipment and financial resources, including:

(i) Capability to design to the requisite standard and to monitor and control design development and manufacture.

(ii) Capability to programme and re-programme the design work and the manufacture work, including that of suppliers and sub-contractors, to monitor progress against programme and to utilise computer programming and monitoring techniques.
(iii) Capability to manage, supervise and undertake both the design work, and the manufacture in a manner and to a quality commensurate with internationally accepted norms in the Escalator manufacturing industry.

(iv) Capability to undertake and manage and co-ordinate contract interfaces.

(v) Capability to install and execute the work in time by having adequate resources.

(vi) Operate a design and manufacture quality control programme.

(vii) Capability to manufacture/ outsource items required as spares including sub-assemblies indigenously.

(viii) Operate Testing and commissioning programme of Escalators

(ix) In case the application is from Joint Venture or Consortium, each member of the group should substantially satisfy the pre-qualification requirements for the system for which the Member is participating.

In case the Tender is from a Group (Joint Venture, or Consortium), each member of the group should substantially satisfy the Qualification Requirements for the system for which the Member is offering.

A5.2 The Tenderers shall submit a written notarized Power of Attorney (POA) authorising the signatories of the Tender to commit a firm or each member of the Partnership, Consortium or Joint venture.

a. An authorization to an individual as its authorized signatory of the Tender in case of individual Tenderer.

b. In case of JV/Consortium, a notarized Power of Attorney signed by all the JV/Consortium Members duly supported by their Board resolutions authorizing the Lead Member, inter alia, to submit the Tender on their behalf is also required. In addition, each member of JV/Consortium is required to issue a notarized Power of Attorney authorizing an individual as its authorized signatory, inter alia, to sign the Contract Agreement.

c. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

d. For a Power of Attorney executed and issued overseas, the document shall be notarized in the jurisdiction where the Power of Attorney is being issued and also have to be legalized by the Indian Embassy/High Commission. However, the Power of Attorney provided by a Tenderer from a country which has signed The Hague Legislation Convention 1961 is not required to be legalized by the Indian Embassy/High Commission, if it carries a conforming “Apostille” certificate.

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 along with certified copies of “latest share holding pattern” and “extract of Annual Return (Form MGT-9)” filed with the ‘Registrar of Companies’ (ROC).

A5.4 Tenderers should note the requirements under the enacted ‘CGST Act 2017’, ‘SGST Act 2017’ & ‘UTGST Act 2017’ and the corresponding rules ‘CGST Rules 2017’ & ‘SGST Rules 2017’ along with its latest amendments. The Tenderer shall be required to submit a valid GST Registration Certificate under the Act, along with the Tender submittals.

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-10 to Form of Tender shall be submitted with the ‘Qualification cum Technical Package’.

A5.6 Canvassing or offering 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 Tenderer (including all members of a Consortium/Joint venture) shall not have conflict of interest as specified in ITT paragraph A3.3.

A5.8 Corrupt and Fraudulent Practices:

BMRCL requires that Tenderers / Contractors, under this Contract, observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, BMRCL:

(a) Defines, for the purpose of these provisions, the terms set forth below as follow:

   (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

   (ii) “ Fraudulent practices” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition.

(b) Will reject the Tender for the Work or rescind the Contract, if BMRCL determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

(c) Will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded Contract/Contracts, if BMRCL at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

(d) Will declare a Tender ineligible, in case the Tenderer (applies to each individual member in case of JV/Consortium) is found to be debarred/blacklisted/declared ineligible for award of Contract by Government of India / State Government / Government Undertaking / Government JV.
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. **Site Visits**

A8.1 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 cost of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the site of Works and is aware of the site conditions prior to the submission of Tender Documents. Certificate confirming visit to Site shall be furnished with the 'Qualification cum Technical Package' in the form as per Appendix FT-12 to Form of Tender.

A8.2 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/ Engineer 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.

A8.3. The Tenderer shall note General Conditions of Contract (GCC) Sub-clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

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, Manufacture, Supply, Installation, Testing and Commissioning of Escalator Systems for Reach-5, Reach-6 (Elevated) under Phase- II and as more particularly described in these documents.

**PACKAGE-1: QUALIFICATION CUM TECHNICAL PACKAGE**

**Volume 1:**
- Section-I: Notice Inviting Tenders (NIT)
- Section-II: Instructions to Tenderers (Including Annexures)
- Section-III: Eligibility and Qualification Criteria (EQC)
- Section-IV: Form of Tender (Including Appendices)
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, deletion or obliteration to the text of the Tender Documents.

B1.4 The documents including the Tender Documents and all attached documents provided by BMRCL are and shall remain the properties of BMRCL and are transmitted to the Tenderers solely for the purpose of preparation and the submission of a Tender in accordance herewith. The provisions of this para shall also apply mutatis mutandis to the Tenders and all other documents submitted by the Tenderers, and BMRCL will not return to the Tenderers any Tender, document or any information provided along therewith, unless otherwise provided explicitly.

B2. Contents of Supporting Documents

B2.1 Safety, Health and Environment Manual (SHEM) is attached for information of Tenderers.

B2.2 The line-profile for Reach-5 and Reach-6 (Elevated) including Stations enclosed with the Tender is for general information of the Tenderers and may undergo changes/revisions from time to time.

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 Notice Inviting Tenders, Tender Documents or the extent of detail in the Employer's Requirements and Tender Drawings (if any), the Tenderer shall seek clarification from The Managing Director, BMRCL, not later than the date as
specified in Appendix FT-1 to Form of Tender. Tenderer shall use the format given in Annexure-ITT-2 of Instruction to Tenderers for seeking clarifications. Any such clarification, together with all details on which clarification had been sought, will be forwarded 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 paragraph B1.1 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.

B3.4 All the correspondence with the Tenderer will be sent to the E-mail address registered in BMRCL’s website http://www.bmrc.co.in. This E-mail address will be used to send intimation regarding issue of ‘Employer’s Clarifications on Pre-bid queries, Addenda, Corrigenda’, etc. This address shall be treated as medium of formal communication between Tenderer and BMRCL and any communication sent through this will be deemed to be delivered to the Tenderer. However, this address will be used for the purpose of intimation of release of communication only and Tenderers are required to download the ‘Employer’s Clarifications on Pre-bid queries, Addenda, Corrigenda’, etc. from BMRCL’s website

B4. Amendment of 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 sub-clause 1.5 of GCC, the provisions in any such prebid clarifications and addenda shall take priority over the Notice Inviting Tenders and Tender Documents previously issued. Tenderers shall confirm receipt of such documents and list them in the Tender Submittal. The amendments will also be uploaded in BMRCL’s website www.bmrc.co.in.

B4.2 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 either:

(a) by way of Special Conditions of Contract to be prepared on behalf of 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 ITT clauses C2.1.1 to C2.1.3 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. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date given in the Notice Inviting Tenders, submit his Tender in three separate sealed envelopes (all together put in an outer envelope as defined under ITT sub-clause D1.1) clearly marked with the name of the Tenderer and with

"Contract No. 7 ESCAL- DM : Tender Guarantee"

"Contract No. 7 ESCAL- DM : Qualification cum Technical Package"

"Contract No. 7 ESCAL- DM : Financial Package"

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 in the ‘Qualification cum Technical Package’ of his Tender submission:

(A) Eligibility and Qualification Criteria Documents:

(a) ‘Letter of Application’ and ‘Letter of Participation from each member of group’ as per the format specified in Section-III: Eligibility and Qualification Criteria (with notarized Power of Attorney and Board resolution/s);

(b) Initial Filter and Supporting documents fulfilling the requirements as specified in Section-III: Eligibility and Qualification Criteria.

(c) ‘Qualification Questionnaire’ along with required Annexures as detailed in Section-III.

(d) Documentary evidence establishing the Tenderers Eligibility and Qualification to perform the Contract in accordance with requirements under Section-III.

(e) In the case of a Tender submitted by a Consortium/JV, a notarized ‘Memorandum of Understanding’ or ‘Consortium/JV agreement’, signed by all members including a draft agreement and complete details of proposed division of roles and responsibilities in accordance to ITT clause A3.2.

(f) Written confirmation (notarized Power of Attorney) authorizing the signatory of the Tender to commit the Tenderer, in accordance with para A5.2.

(B) Technical Proposal Documents:

(a) Duly completed ‘Form of Tender’ and Appendices to Form of Tender as given in Section-IV and listed as under:

1) Appendix FT-1 to the Form of Tender: Salient Contract Conditions;

2) Appendix FT-3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below).

3) Appendix FT-4 to the Form of Tender: Outline Safety Plan (see paragraph C5
4) Appendix FT-5 to the Form of Tender: Outline Environmental Plan (see paragraph C6 below).

5) Appendix FT-6 to the Form of Tender: Tenderer’s Technical Proposals (See Paragraph C7 below).

6) Appendix FT-7 to the Form of Tender: Proposed Works Programme and proposed Design Submission Programme (See paragraph C8 below).

7) Appendix FT-8 to the Form of Tender: The Structure of the Tenderer including details of ownership and control of the Tenderer along with certified copies of “latest share holding pattern” and “Extract of Annual Return (Form MGT-9)” filed with the ‘Registrar of Companies (ROC)’ (See paragraph A5.3 above);

8) Appendix FT-9 to the Form of Tender: Details of Tender Index (See paragraph C21 below);

9) Appendix FT-10 to the Form of Tender: Form of Declaration for Non-engagement of any Agent, Middleman or Intermediary;

10) Appendix FT-11 to Form of Tender: Statement of Deviations including undertaking.

11) Appendix FT-12 to the Form of Tender: Form of Certificate confirming Site Visit;

12) Appendix FT-13 to the Form of Tender: Form of Certificate confirming receipt / download of all Tender documents & Addenda;

13) Appendix FT-14 to the Form of Tender: Form of Certificate confirming submission of all documents (Technical and Financial) without alteration and submission of Financial Package with Price left blank;

14) Appendix FT-15 to the Form of Tender: Letter of certificate confirming careful examination of all the contents of Tender documents and signing of all pages of Tenderer’s proposal;

15) Appendix FT-16 to the Form of Tender: Evidence of Professional Indemnity Insurance.

16) Appendix FT-17 to the Form of Tender: Letter of Undertaking on copyright and confidentiality of information (see paragraph E2);

17) Appendix FT-18 to the Form of Tender: Staffing Schedule and Organization Chart;

18) Appendix FT-19 to the Form of Tender: Proposal for Sub-contracted Works.

19) Appendix FT-20 to the Form of Tender: Project Management Plan.

(b) Proposed Manufacture, Testing and Commissioning Methods (see paragraph C9 below);

(c) Details of providers of Guarantees and Warranties (see paragraph C18 below);

(d) Proposals for use of site and site management (see paragraph C13 below)

(e) A detailed Clause-by-Clause commentary of Employer’s Requirements in accordance with guidelines (detailed in paragraph C2.1.3);
(f) Proof of payment of cost of Tender documents paid by the Tenderer and one set of Tender Documents (including Employer's clarifications on pre-bid queries and Addenda, if any) downloaded from the BMRCL website by the Tenderer/s untampered, signed and stamped on right hand bottom corner of each page;

(g) Signed copy of all the documents of “Financial Package” with the prices left blank as given in the “Pricing document” (see ITT Clause C2.1.2).

(h) A copy of Permanent Account Number (PAN) and GST registration Certificate.

(i) Form of ‘Self-certification and Declaration for Local Content’ and ‘Statutory Auditor’s certificate in respect of Local Content’ in the Proforma provided in Part D of APPENDIX FT-6 to FORM OF TENDER shall be submitted by the Tenderer who wants to avail Purchase preference under ITT clause F1.1.

The Tenderer may also submit the ‘Statutory Auditor's certificate’ within 15 days of submission of Tender (see ITT clause A4.1);

(j) Any further documents which are requested in writing by the Employer before submission of the Tender.

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

Appendix FT-2 to the Form of Tender (Preamble, Tender Total and Statement No. 1 to 12 including Comprehensive Annual maintenance charges, Price for unqualified withdrawal of conditions/qualifications and deviations etc., technical alternatives) and Monthly Payment Schedule as per ITT Clause C10.

The Financial Packages shall NOT contain any conditions/deviations/qualifications except individual withdrawal pricing for the same in Statement No. 10 of Appendix FT-2 to Form of Tender.

C2.1.3 All deviations from the Tender documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix FT-11 to Form of Tender) and priced (Statement No. 10 of Appendix FT-2 to Form of Tender – Financial Package). 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-11 to Form of Tender) but not priced in Statement No. 10 Appendix FT-2 to the Form of Tender, shall be treated as NULL and VOID and will be considered unconditionally withdrawn.

The Tenderer shall provide a valid and fully compliant proposal for the Works 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-11 to Form of Tender) and shall be priced in the Appendix FT-2 to the Form of Tender.

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 Appendix FT-2 to the Form of Tender, 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-11 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-11 To Form of Tender) but has not been priced in the Appendix FT-2 to the Form of Tender 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.

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 in accordance with Clause C23.1 below.

C2.1.4 Should any further document be required in pursuance to paragraph C2.1.1, the Tenderer will be instructed by the Employer, which package of the Tenderer’s submission is to contain such document. The documents identified in paragraph C2.1.1 (B) (c), C2.1.1 (B) (d) and C2.1.1 (B) (a) (7) will be used for the purpose of analysing and evaluating the Tender but will not form part of the Contract, unless same shall have been expressly incorporated into the Contract in accordance with paragraph B 4.1 and B 4.2 above.

C2.2 Not Used.

C2.3 Tender Prices

C2.3.1 Tender prices shall only be given in Financial Package (Appendix FT-2 to the Form of Tender). Tenderers shall quote for the entire work 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), delivery, construction, installation, completion of the whole of Works. This includes all requirements under the Contractor's responsibilities for testing and commissioning of the works including integrated testing and commissioning, acquisition of all permits, approvals and tender licenses, etc., the
operation, maintenance and training services and such other items and services as are specified in the tender documents. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

C2.3.2 Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the Tender documents. If a Tenderer wishes to make deviations or wants to put conditions, qualifications, etc., such deviations, conditions, qualifications etc., shall be listed in Statement of deviation (A, B & C of Appendix FT-11 to Form of Tender) and the Tenderer shall also provide the additional price, if any, for the unconditional withdrawal of the deviations, qualifications, conditions etc., in Statement No.10 of Appendix FT-2 to Form of Tender of Financial Package. This increase/decrease of price for the unconditional withdrawal has to be given separately for each deviation, qualification, condition, etc. Any deviation / qualification / condition that is not priced for unconditional withdrawal shall be treated as NULL and VOID and will be considered unconditionally withdrawn.

C2.3.3 Tenderers shall give a breakup of the prices in the manner and detail called for in Appendix FT-2 to the Form of Tender.

Separate numbered Statements shall be used for each of the following elements. The total amount from each Statement (1 to 5) shall be summarised by Sections in the Summary (Statement 7). The total amount from Statements 6A, 6B and 7 shall be summarised in Grand Summary (Statement 8), giving the Tender Price to be carried to the Tender Total.

Statement No.1A Design of Escalators supplied from abroad.
Statement No.1B Manufacture and Supply of Escalators (including Tools) supplied from abroad.
Statement No.2A Design of Escalators supplied from within India.
Statement No.2B Manufacture and Supply of Escalators (including Tools) supplied from within India.
Statement No.3 Cost of design, manufacture and supply of Regenerative braking system with associated electricity supply integration system for Escalators complete
Statement No.5 Maintenance of Escalators during Defect Liability Period (including Mandatory and DLP Spare Parts)
Statement No.6A O & M Documentation, Transfer of Technology and all other obligations as per Tender Documents.
Statement No.6B Training of Employer's Staff.
Statement No.7 Section Summary of Statements 1 to 5.
Statement No.8 Summary (Statements No. 6A, 6B, and 7).
Statement No.9  Prices for Comprehensive Annual Maintenance (CAMC) Charges for 5 years beyond Defect Liability Period.

Statement No.10  Prices for the unconditional withdrawal of deviations, conditions, qualifications, etc. separately for each deviation, condition, qualification etc., (Refer Clause C. 2.3.2).

Statement No. 11  Prices for Technical Alternatives.

Statement No. 12  List of recommended spares (unpriced) for 10 years beyond DLP.

Statement No. 13  Prices for supply, fabrication and installation of Stainless steel of grade 304 for gap closing between Escalator/staircase/ adjoining wall.

The formats of these statements are given in Appendix FT-2 to the Form of Tender (Financial Package).

C2.3.4 In the Statements, Tenderers shall give the required details and a breakup of their prices as follows:

(a) Design, manufacturing of Plant and equipment including tools, supply from abroad, Port handling, Port clearance, Custom duties and other levies, local transportation, insurance and other services incidental to delivery of the Plant and Equipment to site (Statement No. 1A/ 1B).

(b) Design, manufacturing of Plant and equipment including tools, supply from within India inclusive of all costs on components and raw materials incorporated or to be incorporated in the work, local transportation, insurance and other services incidental to delivery of the Plant and Equipment to site (Statement No.2A/ 2B).

(c) Cost of design, manufacture and supply of Regenerative braking system with associated electricity supply integration system for Escalators complete (Statement No. 3).

(d) Installation Services shall be quoted separately and shall include prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, and all obligations (Statement No.4). All kind of maintenance services during DLP, the provision of operations and maintenance manuals, training, transfer of technology, required for installation, Testing & Commissioning of the equipment (Where identified in the tender documents) etc., as necessary for the proper execution of the Installation Services, including all taxes, duties, levies and charges payable in India (Statement No.5, 6A and 6B).

(e) CAMC charges shall be quoted separately and shall include prices for all labour, contractor's equipment, temporary works, all spares & materials, consumables, transportation, all matters & things and obligations of whatsoever nature (Statement No.9).

C2.3.5 Not used.
C2.3.6 Not used

C2.3.7 Prices quoted by the Tenderer shall be 'Fixed' throughout the Tenderer's performance of the Contract and not subject to variation on any account, except for the items defined in Statement No (4).

C2.3.8 Taxes and Duties.

This is a Composite Contract. The Contract price shall be inclusive of all applicable taxes and any other charges leviable except output GST payable. The output GST shall be payable by BMRCL as applicable as per law. The Contractor shall not be paid any excess input tax paid by them on the ground that the output tax is less than input tax.

BOCW cess at the rate of 1% of the Total Bill Amount as per 'The Building and Other Construction Workers Welfare Cess Act, 1996 shall be deducted from each Interim Payment Certificate (IPC) of the Contractor.

The Contract price shall not be adjusted in respect of any increase or decrease of cost to the Contractor in carrying out the work by reason including of:

i. a variation in the rates of freight or insurance;

ii. variation in the incidence of landing charges;

iii. any variations in input cost during the Contract period including extended period.

(a) Custom Duty

Bangalore Metro Rail Project is eligible for the concessional rate of custom duty under Chapter 98.01 of Custom Tariff Act for Project Imports. Therefore, after award of Contract, the Contractor may register the Project under Project Import with the Custom Authorities. BMRCL will issue authorisation letter or facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development (MoUD) or from the Government of Karnataka as the case may be for getting the project registered with the Custom Department for availing Project Import benefits.

The Tenderers shall note that, Concessional Custom duty is applicable only for those items to be imported, the price of which is quoted in Foreign Currency.

(b) Passing of benefit due to waiver/ exemptions

Should there be a partial or complete waiver or exemption for any taxes and duties, etc. in full or part thereof during the execution of the project, the Contractor shall be obliged to follow and obtain exemption / refund of such taxes, duties etc., from the concerned Authorities and pass on the benefit so obtained to the Employer. In case of failure by the Contractor to obtain and remit the exemption / concession within reasonable time to the Employer (to be decided by the Employer & intimated to the Contractor), the same will be recovered by the Employer from the amounts due as payment to the Contractor.

(c) Deemed Export

At present, the BMRCL project does not fall in the definition of “Deemed Export”. However, in future date, if Deemed Export benefit is available to BMRCL, the Contractor shall be informed in writing and BMRCL shall furnish necessary notification/certificate to the Contractor to avail the Deemed Export benefit and the Contractor shall make arrangements for claiming the reimbursement of Customs duty as applicable. The Deemed Export benefits availed shall be passed on to BMRCL.
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.

C2.3.9 Tenderers shall quote all prices considering all the taxes, duties etc., including taxes to be deducted at source and as elaborated in Appendix FT-2 (Pricing document).

C2.3.10 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.

C2.3.11 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 the Employer when executed and shall be deemed to be covered by the rates for other items and prices in the Form of Tender.

C2.3.12 The Employer shall deduct tax at source from the payments made to the Contractor, any amount which Employer may require by law for deposition with the Statutory authorities in India. The Employer shall further furnish to the Contractor, a certificate for such an amount deducted at source.

C2.3.13 In exceptional circumstances, when it is proved beyond reasonable doubts, that the Contractor is not able to procure any equipment / material either locally or by import, as per the specification given in the contract documents, the Employer may permit use of equipment / material to other design specification, provided that the Contractor is able to establish that performance of the system shall not get affected in any way. Benefit, if any, accruing due to this change shall be passed on to the employer.

C2.3.14 The Tenderer shall give prices for Comprehensive Annual Maintenance (CAMC) Charges for 5 years beyond Defect Liability Period (DLP) in Statement No.9. It may be noted that in the event of award of CAMC, all major and minor spare parts/ consumables will be covered in CAMC costs. BMRCL shall not make any payment towards CAMC other than the accepted price.

The list of probable spare parts for ten (10) years required beyond DLP to be provided in Statement No.12.

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 notarized Power of Attorney, pursuant to ITT clause A5.2, along with the Board’s resolution shall be attached.

C4. Outline Quality Plan

C4.1 The Tenderer shall submit as part of his Tender, an Outline Quality plan as described in Appendix FT-3 to Form of Tender, Plan illustrating the intended means of compliance with the Employer’s Requirements and setting out in summary form an adequate basis for the
development of the more detailed document required under specifications of the Contract at the post award stage. 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 requirement of the Contract.

C4.2 The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a Plan.

C5. **Outline Safety Plan**

C5.1 The Tenderer shall submit as part of his Tender, an Outline Safety Plan as described in Appendix FT-4 to Form of Tender which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety procedures in the Design, Manufacture, Supply, Installation, Testing and Commissioning of Escalator Systems. The Outline System Safety Assurance 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 including Hazard Analysis, Fire Control, Electro Magnetic Compatibility / Electro-magnetic Interference control, reliability, availability and maintainability requirements as given in the Employer's Requirements and clauses of the SCC.

C5.2 The Tenderer shall also include in the Outline Safety Plan sufficient information to demonstrate clearly the Tenderer's proposal for the safety of the Escalator Equipment and personnel at the site. On the basis of this information, the Contractor shall develop a Detailed Site Safety Plan as given in this Tender.

C5.3 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 and Safety in transportation to be submitted in accordance with Employer's Requirements and Clause 8 of the SCC.

C5.4 The Tenderer may be requested to amplify, explain or develop its Outline Safety Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a Plan.

C6. **Outline Environmental Plan**

C6.1 The Tenderer shall submit as part of his Tender an Outline Environmental Plan as described in Appendix FT-5 to Form of Tender setting out in summary form his intended means of complying with the Employer's Safety, Health and Environment (SHE) Manual and Employers requirement including noise standard as applicable. This shall form the basis for the submission of a detailed and comprehensive Environmental Plan to be submitted at the time of detailed design stage. 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 Tenderer may be requested to amplify, explain or develop its Outline Environmental Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a Plan.

C7. **Tenderer's Technical Proposals**

C7.1 The Tenderer shall submit with his Tender his Technical Proposals as described in Appendix FT-6 to Form of Tender.
C7.2 The Tenderer may be required to amplify, explain and develop the Tenderer’s Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with the Employer’s Requirements and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Tenderer’s Technical Proposal that the Employer (at his sole discretion) considers clearly conforming will form part of the Contract.

C8. Tenderer’s Proposed Works Programme and Design Submission Programme

C8.1 The Tenderer shall submit with his Tender, a Works Programme as described in Appendix FT-7 to Form of Tender 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.

C8.2 The Works Programme shall be prepared in terms of weeks from Commencement Date of Works.

C8.3 The Works Programme given in the Tender shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the Employer’s Requirements.

C8.4 The Tenderer shall submit with his Tender, his proposed Design Submission Programme as described in Appendix FT-7 to Form of Tender to cover the Design Phase. Such proposed programme shall:

(a) be consistent with the Works Programme as detailed in Employer’s Requirements;

(b) Include a Schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Tenderer intends to submit;

(c) 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 Engineer.

C8.5 The Tenderer’s attention is drawn to the Employer’s Requirements. The Tenderer should note that he may be required to amplify, explain and develop his proposed Works Programme prior to award of Contract. The Preliminary Works Programme and Design Submission Programme shall be submitted within the period stipulated in Appendix FT-1 to Form of Tender.

C8.6 The proposed Design Submission Programme and other submissions given in the Tender shall not, in any event, be construed as a submission as required to be furnished as per the Employer’s Requirements.

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to manufacture, supply, install, test and commission the Escalator systems off-shore as well as in India. 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. Details shall also be given of the locations and arrangements in India for manufacture, installation, testing and commissioning methods and testing of subsystems involved along with facilities available and proposed to be set up and any understanding from others which the Tenderer has in such matters. The techniques to be employed, the equipment and facilities available or proposed to be set up off-shore and or in India, will be analysed during technical evaluation and shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works.

The Tender shall demonstrate in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works and the 'local content' requirement.

C10. Monthly Payment Schedule

C10.1 The Tenderer shall submit with his Tender (Financial Package), Monthly Payment Schedule which shall show in tabular form, the anticipated accumulated value of work done for all works. Monthly Payment Schedules shall be submitted for each currency of the Contract separately.

C10.2 If the Tenderer is required to amplify and develop his Proposed Work Programme pursuant to ITT Clause C8, the Tenderer will be required to amend the Monthly Payment Schedule so as to be consistent with the Proposed Works Programme.

C11. Subcontracts

C11.1 For Subcontractors and Vendors for supply of major items, it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer, to the identity of the Subcontractor and Vendor.

C11.2 The Tenderer shall not subcontract the whole of the Works.

C11.3 The Tenderer shall use Appendix FT-19 to the Form of Tender to indicate his intentions regarding the subcontracting for principal sub-systems and systems. It shall be noted that certain items of design and manufacture as stated in Appendix FT-19 to the Form of Tender shall generally be performed by a member of the Tenderer's Consortium or Joint venture.

The Tenderer shall provide name(s) of proposed Subcontractors / Vendors in Appendix FT-19 to the Form of Tender and shall also provide adequate information in his Tender about the Subcontractor or Vendor to assess the capability and suitability of the proposed Subcontractor / Vendor, as also the technical suitability of the sub-system / system including proven performance and feasibility of its maintenance in India.

The Employer reserves the right to screen the list and to require the Tenderers to remove the names of Subcontractors / Vendors from the list, without protest by the Tenderer.
The selection of the Subcontractor / Vendor from the names remaining after screening shall be done by the Tenderer subject to the requirements of Clause 5 of the SCC.

In respect of subsystems, items, specialised works etc., not specifically listed in the said Appendix FT-19 to the Form of Tender, it shall be obligatory for the Contractor to obtain the Notice of No Objection from the Engineer to the identity of the Subcontractor(s) / vendor(s) in respect of each item with cost exceeding INR 1,000,000 (Indian Rupees one Million).

C11.4 The Terms and Conditions of the Subcontract are the sole prerogative of the Contractor and are deemed to be included in the Price quoted by the Tenderer.

C12. Project Management Plan

C12.1 The Tenderer shall submit with his Tender a Project Management Plan as described in Appendix FT-20 to Form of Tender prescribed in Employer's Requirements, inter-alia, indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and engineering personnel (above the level of supervisor) and specialists.

C12.2 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.

C12.3 The successful Tenderer shall deploy those proposed key management and engineering personnel. Should they be not available for Work, the successful Tenderer shall deploy an equivalent or superior expert (in qualification, experience and capability) acceptable to the Employer and subject to the written prior approval of Employer.

C13. Proposals for Use of Site and Site Management

C13.1 The Contractor will be given access to the Site in accordance with Clause 2.2 of GCC and Clause 1 of the SCC. The Tenderer shall submit with his Tender, the details of his proposed use of the Works areas as described in the Employer's Requirements and such other areas in or in the vicinity of Bangalore which he proposes to use for the purpose of executing the Works. Such details shall be subject to the provisions of the Employer's Requirements and shall include proposed preparatory work, arrangement for access to these temporary work sites or other areas and proposals for reinstatement on completion.

C13.2 The Tenderer shall show, in outline, his proposed site layouts for
(a) Accommodation and other facilities
(b) Fabrication and storage areas.
(c) Temporary storage and unloading areas.

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 works as described in the Employer's Requirements.

C14. Pricing Document

C14.1 The Pricing document is included in Appendix FT-2 to the Form of Tender (Financial
C14.2 The Tenderer is to note the Key Dates for the works as specified in the Attachment to Appendix FT-1 to Form of Tender.

C15. Currencies of Tender and Payment

C15.1 The Prices shall be quoted by the Tenderer separately in the following currencies considering the taxes and duties cess, royalties and other charges liveable and payable to the authorities including tax to be deducted at source as defined in the Appendix FT-2 to Form of Tender (Pricing Document) Financial Package:

(a) For inputs to the Works, which are expected to be supplied from within India, in Indian Rupees only.

(b) For those inputs to the Works, which are expected to be supplied from outside India, in foreign currencies. Alternatively, Tenderers can quote in INR in respect of materials to be sourced from outside India. Concessional Customs duty benefit is available. However, the Tenderers may also get this confirmed from the Customs Authority.

(c) Maximum number of currencies of payment shall not be more than three (3) including local currency. Those currencies are U.S. Dollar, Euro and Indian Rupee.

(d) The price for Comprehensive Annual Maintenance Contract (CAMC) shall be quoted in Indian Rupees (INR) only.

C15.2 Interim payments in relation to each Section will be certified and paid, in accordance with the provisions of Clause 22 of the Special Conditions of Contract in the currencies shown against the relevant Pricing items in the Pricing Document.

C15.3 For the purpose of comparative evaluation of the offers, all Tender prices will be converted to INR by applying TT selling rate of exchange of State Bank of India (SBI) for those foreign currency/ies at the close of business of the State Bank of India on the day 28 days before the latest date of submission of Tenders and then adding the same to the Indian Rupee portion of the Tender.

If 28 days before the date for Tender submission happens to be a holiday, then the TT selling Rate of exchange at the close of business of the State Bank of India on the next working day will be considered for conversion of foreign currency to Indian Rupees.

C16. 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 Employer may request the Tenderers 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.

C17. Tender Guarantee

C17.1 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 preferably drawn on and payable & extendable at a designated branch in Bangalore in the form given in Annexure ITT-1 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 validity of Tender Guarantee shall be extended by the Tenderer suitably in line with extension of Tender validity as per clause C16 of ITT.

The Tender Guarantee of a Joint Venture/Consortium must be in the name of the Joint venture/Consortium submitting the Tender. Alternatively, the lead member of Joint venture / Consortium may submit the Tender guarantee on behalf of Joint Venture / Consortium, provided the lead member is Authorized to do so by the other members of the Joint Venture / Consortium.

C17.2 Any Tender not accompanied by an acceptable Tender Guarantee is liable for rejection by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Guarantee with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

C17.3 The Tender Guarantee of the successful Tenderer shall be returned upon the signing of the Contract Agreement and the receipt by the Employer of the Performance Security by the Employer in accordance with Sub-clause 4.2 of the GCC.

C17.4 The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract Agreement has been signed with the successful Tenderer.

C17.5 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 Security within the time specified by the Employer; or

(d) if the Tenderer fails to unconditionally withdraw any deviations, conditions, qualifications etc., at the price indicated by the firm in pursuance of Clause C.2.3.2 of ITT.

C18. Guarantees and Warranties

C18.1 The Tenderer (each member in case of a JV/consortium) shall submit full details of the identity of the proposed parties who would respectively provide or issue, as per Table given in ‘Appendix FT-8 to Form of Tender’:

(a) Performance Security 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;

C18.2 The Contractor shall submit warranties in accordance with Sub-clauses 4.2, 5.1 and 5.2 of GCC.

C18.3 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) of paragraph C18.1 above.

C18.4 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.

C18.5 The Contractor should note that all Guarantees, Undertakings, and Warranties except Advance Payment Guarantee, shall be executed prior to signing of the Contract.

C19. **Other Contractors**

C19.1 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) Construction Contracts of Stations, Viaducts and architectural finishing works in New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

b) Supply of Standard Gauge Cars/ Train sets as per requirements of BMRCL for New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

c) ‘Design, Manufacture, Supply, Installation, Testing and Commissioning of Signalling and Train Control Systems for New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

d) Design, Manufacture, Supply, Installation, Testing and Commissioning of Automatic Fare Collection System under Phase-II.

e) Design, Manufacture, Supply, Installation, Testing and Commissioning of Communication Systems for New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

f) Engineering, Supply, Erection, Testing and Commissioning of Power Supply Receiving / Distribution System, 750V dc Third Rail Traction Electrification and SCADA System for New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

g) Construction Contract of Electrical and Mechanical works in New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

h) Detailed Design Contracts of viaduct, stations and Underground section.

i) Design, Supply, Installation, Testing and Commissioning of Machine Room less Gearless Elevators for New lines Reach-5 and Reach-6 (Elevated) under Phase-II.

j) Any other Contract to be placed/being placed by ‘Bangalore Metro Rail Corporation Limited’, for Bangalore Metro Rail Project.

C20. **Insurance**

The Tenderer’s attention is drawn to the provisions contained in Clause 15 of the GCC.
and Clause 24 of SCC.

C21. **Tender Index**

The Tenderer shall include with his Tender a Tender Index. The Tender Index should indicate where within the 'Qualification cum 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.

C22. **Pre-Bid Meeting**

C22.1 The Tenderer or his official representative is invited to attend a Pre-Bid meeting, which will be held at the place, date and time indicated in Appendix FT-1 to the Form of Tender.

C22.2 The purpose of the meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions/qualifications.

C22.3 The Tenderer is requested to submit any queries in writing or by facsimile, to reach the Employer before the date specified in Appendix FT-1 to Form of Tender.

C22.4 Minutes of the Meeting (if any), including the text of the queries raised and the responses given, will be uploaded on the BMRCL website / 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-Bid 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-Bid meeting.

C22.5 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Tenderer.

C23. **Format and Signing of Tender**

C23.1 The Tenderer shall prepare one Original and one Copy of the documents comprising the Tender, as described in paragraph C2 of these Instructions to Tenderers clearly marking "ORIGINAL" and "COPY". In the event of discrepancy between them, the original shall prevail.

C23.2 The Original and the Copy 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 the copy shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to paragraph 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.

C23.3 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.
C24. Comprehensive Annual Maintenance Contract (CAMC)

The Successful Tenderer will be required to enter into a Comprehensive Annual Maintenance Contract (CAMC) for the period of five (5) years beyond DLP. The Tenderer shall quote year wise rates of CAMC detailing the various schedules to be undertaken by them as well as submitting the requirement of all material/spare parts, consumables and services to be rendered by him after regular intervals and as required.

The CAMC shall be comprehensive for preventive as well as break down maintenance. The successful Tenderer shall stock adequate spares for regular schedule maintenance during CAMC, so that maintenance schedules are completed timely and meeting requirement as defined in CAMC Agreement. CAMC shall be inclusive of all spare parts/consumables required to be replaced and labour during each schedule, if required, either due to break down or wear and tear. Average running of Escalators shall be approx. 6500 Hrs per year.

The CAMC cost shall be considered while evaluating the inter-se position of Tenders. It shall be mandatory for the Tenderer to quote the price for CAMC. However, the decision to enter into CAMC shall vest with BMRCL alone.

In case of failure of any of the equipment covered under DLP/ CAMC contract, for Minor Fault rectification, the duration time shall be within two hours of reporting by the Employer/authorized representative of the Employer. After the period of 24 hrs, penalty shall be imposed as specified in Employers requirement- Technical specification and as per schedules to SCC.

The CAMC Agreement shall be entered with BMRCL as per the accepted rate in the Contract. BMRCL shall not make any payment towards CAMC other than the accepted price. Extension of this Agreement shall be negotiable beyond the CAMC period depending on the performance of the Contractor during the period of the initial term. However, Employer reserves the right not to enter into Comprehensive Annual Maintenance Contract (CAMC) without any compensation to the Contractor.

The Tenderer shall also indicate the list of spares that will be kept at Bangalore as mutually agreed at the time of supplementary Agreement for CAMC.

BMRCL reserves its right to terminate the maintenance Contract at any time after giving due notice without assigning any reason. The Contractor will not be entitled to claim any compensation against such termination. However, while terminating the Contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid as per the contract terms.

The Tenderer shall give an undertaking that the prices charged under the maintenance contract does not exceed the prevailing rates charged by the Tenderer from others for similar services.

C25. Alternatives

C25.1 Tenderers wishing to offer Technical Alternatives to the requirements of the Employer’s Requirements must first submit a compliant Technical Proposal.
The Tenderer may propose technical alternative with cost, operation and maintenance advantages provided that the technical alternatives do not degrade the overall performance requirements in the Employer's Requirements. The Technical alternatives shall be submitted in Part – B of Appendix FT-6 to Form of Tender and shall contain:

(a) Full description of each technical alternative; and

(b) Changes or deviations to the Employer's Requirements, Programme schedule and Drawings.

The cost of the Technical alternatives shall be included as part of Statement No.11 in Appendix FT-2 to Form of Tender. Technical Alternatives shall not be taken into account during technical or financial evaluation of the Tender. Technical Alternatives of the Lowest Evaluated Tenderer only shall be taken into consideration by the Employer. The selection of an alternative (if any) shall be at the sole discretion of the Employer.

D. Submission of Tenders

D1. Sealing and Marking of Tender

D1.1 The Tenderer shall submit the Tender Guarantee in a separate envelope. The Tenderer shall seal the Original and Copy of the ‘Qualification cum Technical Package’ in separate envelopes, duly marking the envelopes as “Original” and “Copy”. Likewise, the Tenderer shall seal the Original and Copy of the ‘Financial Package’ in separate envelopes duly marking the envelopes as “Original” and “Copy”. The envelopes of the entire ‘Qualification cum Technical’ Package shall then be sealed in an outer envelope and marked as “Qualification cum Technical Package”. Likewise, the envelopes of the entire Financial Package shall be sealed in an outer envelope and marked as “Financial Package”. Thus there will be one outermost envelope containing one Tender Guarantee Envelope, one outer envelope of “Qualification cum Technical Package” and one outer envelope “Financial Package”, totally in all shall be eight envelopes.

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 Limited,
III Floor, BMTC Complex, K.H Road,
Shanthish Nagar, Bangalore-560027
Karnataka, India

(a) bear the following identification for Tender Guarantee

TENDER GUARANTEE

Tender Reference No. 7 ESCAL -DM

DO NOT OPEN BEFORE 1530 hrs. on ..........................(Date and time as specified in Key Details of Tender Notification).

Name and address of the Tenderer to enable the Tender to be returned unopened, in case it is declared late pursuant to paragraph D2 of ITT.

(b) bear the following identification for “Qualification cum Technical Package”

QUALIFICATION CUM TECHNICAL PACKAGE

Tender Reference Number: No. 7 ESCAL -DM

DO NOT OPEN BEFORE 1530 hrs. on ..........................(Date and time as specified in Key Details of Tender Notification).

Name and address of the Tenderer to enable the Tender to be returned unopened, in case it is declared late pursuant to paragraph D2 of ITT, and

(c) bear the following identification for “Financial Package”:

FINANCIAL PACKAGE

Tender Reference Number: No. 7 ESCAL -DM

DO NOT OPEN

Name and address of the Tenderer to be indicated to enable the Tender to be returned unopened, in case it is declared late pursuant to paragraph D2 of ITT or deemed unresponsive in accordance with paragraph E4.5 or other reason(s).

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.

D1.4 Tenderer should ensure that the Tender Guarantee envelope is available separately and NOT kept in ‘Qualification cum Technical Package’/ ‘Financial Package’. If the Tender Guarantee is kept in ‘Qualification cum Technical Package’/ ‘Financial Package’ or elsewhere, the Tender shall be summarily rejected.

D1.5 All Tender Proposals duly signed and stamped along with the other Qualifying documents should be submitted by speed post or in person at the place as mentioned above. BMRCL will not accept responsibility for any delay of submission of Tender.

D1.6 The Tenderers shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. BMRCL shall not be held responsible if the failure of any Tenderer to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Tender.

D1.7 In case of a JV/Consortium, wherever required, the Tender must contain such information individually for each member of the JV/Consortium.

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 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 the Employer 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, deletion 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, substitution 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”, “SUBSTITUTION” 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 The Tenders will 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, Shanthisagar, Bangalore. The Employer shall open the Tenders in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

(a) First, Envelopes marked “WITHDRAWAL” shall be opened and read out and the Envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. Pursuant to sub-paragraph D3.2, no Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at opening of the ‘Qualification cum Technical’ Package.

(b) Second, Outer Envelopes marked “SUBSTITUTION” shall be opened. The inner Envelopes containing the Substitution ‘Qualification cum Technical’ Package and/or Substitution ‘Financial Package’ shall be exchanged for the corresponding Envelopes being substituted, which are to be returned to the Tenderer unopened. Only the Substitution ‘Qualification cum Technical’ Package if any, shall be opened and read out and Substitution ‘Financial Package’ will remain unopened in accordance with sub paragraph (g) below. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the ‘Qualification cum Technical’ Package.

(c) Next, Outer Envelopes marked “MODIFICATION” shall be opened. No ‘Qualification
cum Technical' Package and/or Financial Package shall be modified unless the

corresponding Modification notice contains a valid authorization to request the

modification and is read out at the opening of 'Qualification cum Technical' Package.

Only the 'Qualification cum Technical' Package, both Original as well as Modification,

are to be opened and read out at the opening. Financial Package, both Original as

well as Modification, will remain unopened in accordance with sub paragraph (g)

below.

(d) Subsequently, envelopes containing the 'Tender Guarantee' followed by

'Qualification cum Technical Package' of the Tender, whose 'Tender Guarantee' has

been found acceptable, will 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 drawing

minutes by the Employer at the time of opening of Tenders.

Only 'Qualification cum Technical' Package read out at Tender opening shall be

considered for evaluation. The Employer shall neither discuss the merits of any

Tender nor reject any Tender (except for late Tenders, in accordance with ITT D2) at

the Tender opening stage.

(e) Tenderers should ensure that the Tender Guarantee envelope is available

separately and NOT kept in 'Qualification cum Technical Package' / 'Financial

Package'. If Tender Guarantee is not found separately or kept in "Qualification cum

Technical Package"/ "Financial Package" or elsewhere, the Tender will be summarily

rejected.

(f) The Tenderer or his designated representative who choose to attend will be required

to sign the minutes recorded during the Tender opening. The absence of Tenderer's

or his representative's signature on the minutes shall not invalidate the content and

effect of the record.

(g) The sealed 'Financial Packages' of all Tenderers in unopened condition and as such

marked on the same shall be kept separately with the Employer for safe custody.

(h) Tenders which are not accompanied by a valid Tender Guarantee, or are

accompanied by an unacceptable or fraudulent Tender Guarantee is liable for

rejection by the Employer

E1.2 The 'Qualification cum Technical' Documents of Tenderers who are qualified as per sub-

paragraph E1.1 above will be evaluated to determine their Qualification, acceptability and

responsiveness to the Contract requirement and their technical suitability.

The Employer will evaluate the technical proposal to determine the responsiveness,

suitability and acceptability as per Employer's Requirements-General Specifications and

Technical Specifications of only such Tenderers who pass the "Eligibility and Qualification

Criteria" as per Section-III of the Tender document.

Tenderers, whose "Qualification cum Technical Package" are found unresponsive after

evaluation, will be rejected and the corresponding "Financial Package" will not be opened

for further evaluation.

E1.3 The Tenderer is to note that Financial Package of Tender submissions of those

Qualification cum Technical Package have 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 informed to Tenderers whose Qualification cum Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.

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.

E2. Confidentiality of Tender Information

E2.1 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 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. A letter of undertaking is attached in Appendix FT-17 to the Form of Tender and shall be completed by the Tenderer and returned in the Tender ‘Qualification cum Technical Package’. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or 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 Employer’s processing of Tenders or award decisions may result in the rejection of the Tenderer’s Tender.

E2.2 All documents and other information supplied by the Employer or submitted by a Tenderer shall remain or become the property of the Employer. Tenderers shall treat all information as strictly confidential. Employer will not return any Tender submissions. Employer shall also keep all the submittals made by the Tenderer confidential.

E3. Clarification of Tenders

E3.1 In response to the ‘Qualification cum Technical’ submission, Tenderers shall demonstrate their capabilities, by providing enough documentary evidence of their experience, past performance, their personnel, equipment and financial resources, covering all aspects of the evaluation requirement.

E 3.2 To assist in examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification/s 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 Employer in the evaluation of the Tenders in accordance with paragraph E6.

E4. Examination of Tenders and Determination of Responsiveness

E4.1 General Evaluation

Prior to the detailed technical 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;
(iii) Whether Tender Meets Eligibility and Qualification criteria in accordance with Section-III.

A ‘NO’ answer to any of the above items will disqualify the Tender/ Tenderer.

E4.2 Evaluation of ‘Qualification cum Technical’ Package

To be qualified, the Tenderers are required to demonstrate their capabilities by providing materials based on their experience, past performance, their technical and organisational capability, financial soundness and resources etc. The Tenderer shall submit the documentary evidence (with client’s certificate/s) for establishing the Tenderer’s Eligibility and Qualifications in accordance with Section-III: Eligibility and Qualification Criteria (EQC) shall be carried out based on the documents received in reference to Section-III.

The Employer will evaluate the technical proposal to determine the responsiveness, technical suitability and acceptability as per Employer’s Requirements-General Specification and Technical Specification of only such Tenderers who qualify based on E4.1 above.

E4.3 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, reservation or Omission. 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, the Employer’s rights or the Tenderer’s obligations under the Contract; or
(iii) is inconsistent with the Tender documents; or
(iv) whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive Tenders; or
(v) Include a deviation from the Tender Invitation Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
(vi) Fail to submit a workable methodology and programme for transfer of technology; or
(vii) Fail to commit to the date specified for the completion of the Works.

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

E4.4 Evaluation of Qualifying conditions

Tenders that include qualifications which:

(a) seek to shift in any substantial way 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

(b) include a deviation from the Tender Invitation Documents which would render the Works, or any part thereof, unfit for their intended purpose or

(c) fail to commit to the date specified for the completion of the Works as specified
under Key Dates in Attachment to Appendix FT-1 to Form of Tender.

will be deemed non-conforming and shall be rejected.

E4.5 Tenders which are
(a) not fulfilling the General Evaluation Criteria as per E4.1 above,
(b) not substantially responsive as per E4.3 above and
(c) not fulfilling the qualifying conditions as per E4.4 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.

E4.6 If any Tender is rejected, pursuant to paragraph E4.5 above, the Financial Package of such Tenderer will not be opened for further evaluation.

E4.7 The Employer will evaluate the technical suitability and acceptability of the proposals. The Financial Proposals of only those Tenders which are technically compliant and substantially responsive, in accordance with paragraph E4.1 to E4.5, will be evaluated. The Employer will also evaluate the technical suitability of the Alternatives as defined vide ITT Clause C25.

Employer's requirement will not ordinarily be changed after opening of the Tender. However, under exceptional circumstances, if any major change in the Employer'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.

E4.8 The Employer may waive any minor deviation, non conformity or irregularity in a tender that does not constitute a material deviation.

E4.9 If a Tender is not substantially responsive as per Sub-Clause E4.3, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E5. Evaluation of Financial Package

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

E5.2 While evaluating the Tenders, the Employer will determine the Evaluated Tender Price for each Tender by adjusting the Tender price as follows:
  a) making any correction for errors pursuant to Clause E6.
  b) Making any appropriate adjustment for deviation with a view of bringing various Tenderers' at par, i.e., in full compliance of Tender conditions;
  c) Converting the amount resulting from applying (a) and (b) above to Indian Rupees in accordance with Clause E7.

E5.3 In evaluating the Tenders, the Employer will determine for each tender, the evaluated Tender Price by adjusting the Tender price as follows:
  (a) Design, manufacturing of Plant and equipment including tools, supply from
abroad, Port handling, Port clearance, Custom duties and other levies, local transportation, insurance and other services incidental to delivery of the Plant and Equipment to site shall be quoted (Statement 1 A & 1B)

PLUS

(b) Design, manufacturing of Plant and equipment including tools, supply from within India shall be quoted and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the work, local transportation, insurance and other services incidental to delivery of the Plant and Equipment to site (Statement 2 A & 2B)

PLUS

(c) Cost of design, manufacture and supply of Regenerative braking system with associated electricity supply integration system for Escalators complete (Statement 3)

PLUS

(d) Installation Services shall be quoted separately and shall include prices for all labour, Contractor’s equipment, temporary works, materials, consumables and all matters and things of whatsoever nature and all obligations. All kind of maintenance services during DLP, the provision of operations and maintenance manuals, training, transfer of technology, required for installation, Testing & Commissioning of the equipment (where identified in the tender documents) etc., as necessary for the proper execution of the Installation Services, including all taxes, duties, levies and charges payable in India (Statements 4, and 5, 6A and 6B)

PLUS

(e) CAMC charges shall be quoted separately and shall include prices for all labour, Contractor’s equipment, temporary works, all spares & materials, consumables, transportation, all matters & things and obligations of whatsoever nature including all taxes, duties, levies and charges payable in India (Statement No. 9)

PLUS

(f) Cost of unconditional withdrawal of deviations, conditions, qualifications etc. (Statement 10).

PLUS

(g) Correction of errors pursuant to Clause E5.2 of ITT.

E5.4 If in the Tender, which results in the lowest evaluated Tender Price, the prices quoted by the Tenderer are seriously unbalanced or front loaded, the Employer may require the Tenderer to produce detailed price analysis / justification for prices, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

E5.5 The Employer reserves the right to accept or reject any variation or deviation. Variations, Deviations 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
E6  **Correction of Errors**

E6.1 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. The Tenderer should quote their rates in words as well as in figures and any cutting / overwriting in Tender Documents shall be initialled by the authorised representative of the Tenderer.

E6.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

E6.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure given in E6.1 and E6.2 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.

E6.4 If the same item of equipment is appearing in different sub-items of a Bill or in different Bills, the unit rate of the equipment shall be same at all places and if they are shown different at different places, the minimum of all the unit rates for the same item shall be considered as final unit price. The rates 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.

E7  **Conversion to Single Currency for Comparison of Tenders**

Tenders will be compared in Indian Rupees (INR) only. This will be achieved by converting the Foreign Currency portion into Indian Rupees by applying TT selling rate of exchange of State Bank of India (SBI) for those foreign currency/ies at the close of business of State Bank of India on the day, 28 days before the date of submission of Tenders and then adding the same to the Indian Rupee portion of the Tender.

If 28 days before the date for Tender submission happens to be a holiday, then the TT selling Rate of exchange at the close of business of the State Bank of India on the next working day will be considered for conversion of foreign currency to Indian Rupees.

E8  **Margin of Purchase Preference:**

The Margin of Purchase Preference (MOPP) of 20% shall be given to the “Local Tenderer” under this Tender.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible for purchase preference under clause ITT F1.1 (a) for procurement by the Employer for the duration of the debarment.

E8.1  **Certification of ‘Local Content’ (LC):**

(a) The Tenderer, who wish to avail ‘Margin of Purchase Preference’, shall be required to provide certification in their Tender regarding the ‘Local Content’ (LC), as defined
in the Order No. P-45021/2/2017-PP (B.E-II) dated 29.05.2019 of Department for promotion of industry and internal Trade under the Ministry of Commerce and Industry, Government of India. The Tenderer is required to furnish the details in the format given in Part- D- Appendix FT-6 to Form of Tender. All such Tenderers, who certify in their Tender that the Local Content in their Tender is equal to or more than 50%, shall be treated as ‘Local Tenderer’ (LT). Absence of such certificates in their Tender submittals shall disqualify the Tenderer to be considered as Local Tenderer.

(b) The Local Tenderer at the time of tendering shall be required to provide certifications that the item(s) offered meets the minimum Local Content (LC) criteria specified in the Tender and shall provide details of the location(s) at which the local value addition is proposed to be achieved (as per Proforma given in Part- D- Appendix FT-6 to Form of Tender). The Tenderer as a part of their Tender shall submit the list of the Goods, Services and works which are proposed to be offered with local value addition. This list shall provide details of the LC in percentage value terms for each item of Goods, Services and works.

(c) Tenderers shall note and certify in their Tender that the component of the cost of all such items of local value addition shall be quoted only in INR.

(d) Tenderers shall note that any violation or false declaration, regarding ‘Local Content’ or local value addition (including payments to be made to their vendors for local value addition), shall be treated as fraudulent practice under ITT Clause A4.2 of this Tender for which the Tenderer or its successors will be debarred for three (3) years from participating in Tenders of all metro rail companies in India along with such other actions by BMRCL as may be permissible under the law.

E8.2 Determination of Contracted prices of ‘Local Tenderer’ under Purchase Preference:

(a) In the event of ‘Local Tenderer’ agreeing in writing to match the ‘Tender Total’ of the lowest evaluated Tenderer (L1) in accordance with ITT Clause F1.1, following methodology shall be adopted for adjustment and determination of the Contract prices of the Local Tenderer for line item/ individual items of the Pricing document:

(i) The prices quoted for all the line item/ individual items shall be adjusted in respective currency/ies on prorata basis of the difference (percentage difference) in ‘Evaluated Tender Total’ of the lowest evaluated Tenderer (L1) and the ‘Evaluated Tender Total’ of Local Tenderer (Lc-1).

(ii) After adjustment, the ‘Adjusted Tender Total’ of the Lowest Local Tenderer (Lc-1) shall be equal to the ‘Evaluated Tender Total price’ of the lowest Tenderer (L1).

(b) Tenderers shall note that the adjustment of prices of line item/ individual items under purchase preference shall generally be made as above. However, in any peculiar case, which do not get covered as per the above stated procedure, the Employer at his discretion shall adopt an appropriate methodology (which is beneficial/advantageous to the Employer) for adjustment of prices, which shall be binding on the Tenderers. Notwithstanding, it shall be ensured that after adjustment,
the Tender Total of the Local Tenderer shall be equal to the Tender Total of lowest evaluated price (L1).

E8.3 Tenderers may note that BMRCL at its sole discretion, before award of contract, may ask the Tenderers to submit an undertaking to the effect that they have not been debarred by Government of India/State Government/Government undertaking after the due date of submission of Tender but before the award of contract by BMRCL. Pursuant to their qualification in the ‘Initial Filter Evaluation Criteria’ and ‘Technical Evaluation’ as per ITT Clause E4, in case the Tenderer (applies to each individual member in case of a Joint Venture/Consortium) is debarred by Government of India/State Government/Government undertaking after the due date of submission of Tender but before award of the contract by BMRCL, they shall inform the same to BMRCL in writing within five (5) working days of issue of such debarment, failing which it will be considered that the Tenderer has willfully concealed the information and the Tenderer shall be solely responsible for all implications that may arise in accordance with the conditions of this tender. Such debarment will result in disqualification of the Tenderer and their tender will be rejected.

In case the Tenderer fails to inform BMRCL of such happening before award of Contract and the Contract is awarded to them and if during the course of execution of contract, BMRCL discovers of any such occurrence, BMRCL reserves the right to terminate the Contract and award the Contract to the next lowest evaluated Tenderer at the risk and cost of the said Tenderer.

E8.4 For the purpose of calculating ‘Local content’, “Tender total” excluding the price of CAMC quoted under Statement No. 9 will be considered.

E 9 Indigenisation/Transfer of Technology

E9.1 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 Tenderers are encouraged to have Indian partners to have an experience in requisite disciplines for the Contract.

F. Award of Contract

F1. Award

F1.1 (a) Subject to paragraph E 5.6, F1.1 (a) above and F2, the Employer will award the Contract to the Tenderer, whose Tender has been determined to be substantially responsive to the Tender documents and whose Evaluated Price is determined to be the lowest. On the basis of this evaluation, the Employer shall award the Contract, at his sole discretion to a Tenderer and whose offer is balanced in terms of paragraph E5 provided that such Tenderer has been determined to be:

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

(b) For the purpose of determining the lowest evaluated Tenderer, the following procedure shall be adopted:

(i) Among all qualified Tenders, the lowest Tender will be termed as L1. If L1 is from a Local Tenderer, the Contract will be awarded to L1.

(ii) If L1 is not from a Local Tenderer, the lowest Tenderer among the local Tenderers, will be invited to match the L1 price subject to Local Tenderer’s quoted price falling within the margin of purchase preference as specified in clause ITT E8, and the Contract shall be awarded to such Local Tenderer subject to matching the L1 price.

(iii) In case, such lowest eligible Local Tenderer fails to match the L1 price, the Local Tenderer with the next higher Tender within the margin of purchase preference as specified in ITT Clause E8 shall be invited to match the L1 price and so on and Contract shall be awarded accordingly. In case, none of the Local Tenderers within the margin of purchase preference match the L1 price, then the Contract shall be awarded to the L1 Tenderer subject to other conditions under this clause.

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 Statement No. 10 of Appendix FT-2. If the Tenderer fails to unconditionally withdraw the conditions, qualifications, deviations, etc., at the price indicated by him in Pricing Document in Statement No. 10 of Appendix FT-2, his Tender shall be rejected and Tender Guarantee shall be forfeited.

F1.3 The successful Tenderer may be requested to amplify, explain or develop its Outline Safety plan, Outline Environment Plan and proposed Works programme and Design submission programme etc., 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.

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 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 Employer’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 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.

F2.3 The Employer reserves the right not to award the CAMC for 5 years beyond DLP, without any compensation to the Contractor.

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 C16, the Employer will notify the successful Tenderer/s by
facsimile /e-mail confirmed by letter transmitted by courier/ Speed post or by-hand delivery 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 Employer 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 'Notice to Proceed' 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 Contract;
(iv) Notice to Proceed.

F3.3 Unless until a formal agreement is prepared and executed, the Tender together with 'Letter of Acceptance' shall constitute a binding Contract between both the parties.

F4. Signing of Agreement

F4.1 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 Schedule-1 to 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.

The Contract Agreement can separately indicate:

(i) Supplies from Overseas in foreign currencies;
(ii) Overseas Services - Overseas component in foreign currencies, for overseas services;
(iii) Supplies from India payable in Indian Rupees and
(iv) Local Services – Indian Component payable in Indian Rupees for local services.

F5. Performance Security, Parent Company Guarantee and Warranties

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC 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 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 drawn on and payable & extendable at a designated branch in Bangalore only in the types and proportions of currencies in which the Contract Price is accepted.

F5.2 Within 30 (Thirty) days of receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish to the Employer a Performance Security as per subparagraph F5.1 above.

F5.3 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.

F5.4 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.

----- X ----
INSTRUCTIONS TO TENDERERS
Annexure ITT-1

FORM OF BANK GUARANTEE FOR TENDER GUARANTEE

(Reference para C 17 of the Instructions to Tenderers)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR, BMTC COMPLEX,
K.H. ROAD, SHANTHINAGAR
BANGALORE- 560027.
KARNATAKA, INDIA.

1. WHEREAS, ____________ (Name and Address of the Tenderer, hereinafter called the "Tenderer") has undertaken for submission of Tender in pursuance of Contract No. ____________ (description of the Contract work of Bangalore Metro Rail Project to be specified, hereinafter called "the Tender").

2. AND WHEREAS, it has been stipulated in the concerned Tender notification issued by Bangalore Metro Rail Corporation Limited (BMRCL), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, (herein after called the Employer) to the Tenderer, that the Tenderer shall furnish to EMPLOYER(BMRCL) with a Bank Guarantee as per the conditions of the Tender, from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule for, the sum specified herein below as Tender security for compliance of the obligation and performance, in accordance with the concerned Tender conditions.

3. AND WHEREAS, we ____________ (the name and full address of the Bank including Email address) having registered office at _______ (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the contractor such a Bank Guarantee, drawn and payable at Bangalore, through Bangalore, ____________ Branch.

4. NOW therefore, we hereby affirm that we are the guarantor and responsible to EMPLOYER(BMRCL) and their successor, on behalf of the Tenderer up to a total sum of Indian Rupees/ Foreign Currency ________ (amount of Guarantee to be specified in figure and words), such sum being payable equal to the currencies in which the contract price is payable and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee/ Foreign Currency (Bank Guarantee amount to be specified) as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c of EMPLOYER (BMRCL), the sums specified therein.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:
   Name of the Bank, Branch and contact details
   Address
   Telephone no. & Fax No:
   E-mail Address
   Branch manager name & mobile No:
   Bank Zonal Office Address, Telephone No., Fax Number,
   E-mail Address
6. “This Bank Guarantee shall be encashed, unless renewed by the Contractor at the request of the Employer, before the due date”.

7. The Bank is liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the aforementioned full amount, upon written order from the EMPLOYER (BMRCL). The Bank will pay the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Tenderer and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the bidder.

8. BMRCL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the Tenderer shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer(BMRCL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the bidder and without referring the matter to the bidder.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Tenderer or change in the constitution of the issuing bank

11. This Guarantee is executed and issued by Shri __________, who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being—________.

12. The Banks liability under this Guarantee shall not exceed the amount of Indian Rupees/Foreign Currency _______ (to be specified in words and figures _______).

13. This Guarantee shall be valid for (period to be specified) till __________
   (Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:
   a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL
   or
   b) Receipt of written communication from the Employer/BMRCL, to the issuing Bank,
   along with the Original Bank Guarantee discharging the Bank of its liability
covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK________________________  NAME OF THE BANK________________________
ADDRESS_________________________________  ADDRESS_________________________________
DATE:____________________________________  DATE:____________________________________

Notes:
1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.
2. The Bank Guarantee shall be from an Indian Scheduled bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, preferably drawn on and payable at a designated branch at Bangalore only.
Instructions to Tenderers
Annexure ITT-2
Form for seeking clarification on Tender document

To,
The Managing Director
Bangalore Metro Rail Corporation Limited
III Floor, BMTC Complex,
K H Road, Shanthinagar,
Bangalore - 560027,
Karnataka, India.
Ph: 080-22969300, 22969301,
Fax: 22969222

Dear Sir,

Sub: DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ESCALATORS FOR NEW LINES REACH-5 & REACH-6 (ELEVATED) UNDER PHASE-II : CLARIFICATION ON TENDER CLAUSES

Ref: Contract No.: 7 ESCAL - DM

In reference to the above Tender, we need the clarifications on the following clauses.

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Name of the Tenderer:
Telephone:
Email:

Date:

Signature of the Tenderer