BANGALORE METRO RAIL PROJECT, PHASE-2

“Construction of Elevated Structures (Viaduct&Stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

BMRCL/Phase-2/Reach-6/Elevated/Via &Stn/RC/2021/75(R6-CC-01BW)

MARCH 2021

Technical Proposal – Volume-1
TENDER NO: : BMRCL/Phase-2/Reach-6/Elevated/Via &Stn/RC/2021/75(R6-CC-01BW) Dated 22-03-2021

Name of the Work: “Construction of Elevated Structures (Viaduct&Stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase , Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Technical Proposal – Volume - 1
BANGALORE METRO RAIL CORPORATION LTD.
(A Joint Venture of GOK & GOI)
3rd Floor, BMTC Complex, K.H.Road
Shantinagar, Bangalore-560 027 (India)
Telephone No. 080-22969300/301 Fax: 080-22969222
Email: contracts@bmrc.co.inWeb site: www.bmrc.co.in

BANGALORE METRO RAIL CORPORATION LTD.
(A Joint Venture of Government of Karnataka and Government of India) invites sealed tenders (Single stage – Two Envelope System) from eligible, qualified, reputed and experienced Contractors (JV permitted) having previous experience in the works of similar nature, volume and complexity completed during the last seven years as on date of submission of tender for the work of “Construction of Elevated Structures (Viaduct & stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chaining 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Key Details of the Tender:

<p>| Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via &amp;Stn/RC/2021/75(R6-CC-01BW) Dated 22-03-2021 |
|---------------------------------------------------|-------------------------------------------------|-------------------------|-----------------------------|-----------------------------|-----------------------------|</p>
<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Tender Name/ Name of Work</th>
<th>Period of Completion of Work</th>
<th>Estimated Cost of Work (INR)</th>
<th>Cost of Tender Document (Rs 59,000)</th>
<th>Tender Security Amount (INR 3.39 Crores)</th>
<th>Sale of Tender Documents Date &amp; time for submission of Tenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>“Construction of Elevated Structures (Viaduct &amp; stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chaining 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening &amp; allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”</td>
<td>21 Months</td>
<td>339.21 Crores</td>
<td>Rs 59,000 (Rupees Fifty Nine Thousand only)</td>
<td>INR 3.39 Crores</td>
<td>From 29.04.2021 to 05.05.2021 on all working days from 10.00 Hrs. to 17.30 Hrs. (IST) and on 06.05.2021 from 10.00 Hrs. to 15.00 (IST)</td>
</tr>
</tbody>
</table>

Note:
1. Tenderers can download Tender document against online payment for Rs.59,000/- (Rupees Fifty Nine Thousand Only) inclusive of GST, from BMRCL website www.bmrc.co.in during Sale Period. The procedure for online download is available in our webpage: www.bmrc.co.in
2. Alternatively, Tenderers can download tender documents by obtaining login password on all working days from 11.00 to 17.00 hours during sale period mentioned above from the Registered Office of BMRCL, BMTC Complex, Shanthinagar, Bangalore-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs.59,000/- (Rupees Fifty nine Thousand Only) issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of Bangalore Metro Rail Corporation Limited, payable at Bangalore.
3. The intending Tenderers are required to submit all the credentials and information as required in the Tender documents with the requisite Tender Security Amount as mentioned above at the time of submission of the Tender in the prescribed format as mentioned in Instructions to tenderers (ITT). Further details will be available on web site: www.bmrc.co.in from 22-03-2021.

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd.
BANGALORE METRO RAIL CORPORATION LIMITED

TO

____________________________

FROM

Managing Director,
Bangalore Metro Rail Corporation Ltd,
III Floor, BMTC Complex, K.H.Road,
Shantinagar, Bangalore – 560 027

Sub: “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz., Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Ref: Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via &Stn/RC/2021/75 (R6-CC-01BW) Dated 22-03-2021

NOTICE INVITING TENDER (NIT) - SECTION – A

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites sealed tenders (Single stage – Two Envelope System) from eligible, qualified, reputed and experienced Contractors (JV permitted) having previous experience in the works of similar nature, volume and complexity completed during the last seven years as on date of submission of tender for the work of “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz., Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

1. The Scope of Balance Work of Viaduct and Stations in Reach 6 as taken out from the scope of the Contract Agreement No. BMRCL/PHASE-2/Reach-6/Elevated/Via&Stn/2016/17/(R6-CC-01) dated 26-10-2017 is provided in Employer’s Requirement-Scope of Work.

2. Key Details:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated Cost of work</td>
<td>INR 339.21 Crores</td>
</tr>
<tr>
<td>2</td>
<td>Tender Security Amount</td>
<td>INR 3.39 Crores</td>
</tr>
<tr>
<td>3</td>
<td>Completion Period of Work</td>
<td>21 Months</td>
</tr>
<tr>
<td>4</td>
<td>Cost of tender document</td>
<td>INR 59,000 (Rupees Fifty Nine thousand only)</td>
</tr>
<tr>
<td>5</td>
<td>Sale of Tender documents</td>
<td>From 22/03/2021 to 21/04/2021</td>
</tr>
<tr>
<td>6</td>
<td>Site Visit arranged by BMRCL</td>
<td>19/04/2021</td>
</tr>
<tr>
<td>7</td>
<td>Pre-bid meeting</td>
<td>20/04/2021 at 11.30 hrs</td>
</tr>
<tr>
<td>8</td>
<td>Last date of Seeking Clarification</td>
<td>21/04/2021 at 17.30 hrs</td>
</tr>
<tr>
<td>9</td>
<td>Contact Person and Place for –</td>
<td>General Manager (Contracts), Office of the Bangalore Metro Rail Corporation Limited, Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560027, Karnataka, India Email: <a href="mailto:contracts@bmrc.co.in">contracts@bmrc.co.in</a></td>
</tr>
<tr>
<td></td>
<td>(a) Purchase of Tender Documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Pre Bid Meeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) Seeking Clarifications &amp; Submission of Tender</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Date &amp; time of submission of tender (‘In Person’ OR through ‘Couriers/Posts’)</td>
<td>From 29.04.2021 to 05.05.2021 on all working days from 10.00 Hrs. to 17.30 Hrs. (IST) and on 06.05.2021 from 10.00 Hrs. to 15.00 (IST)</td>
</tr>
<tr>
<td>11</td>
<td>Date &amp; Time of opening of tender</td>
<td>06/05/2021 at 15.30 hrs (IST)</td>
</tr>
</tbody>
</table>

3. Source of Funds: BMRCL has received Loans from bilateral/multilateral funding agency/agencies (EIB and AIIB) hereinafter called “Funding Agency(ies)” towards the part cost of the Project, and
intends to apply a portion of the proceeds of the loans to payments under this contract. Disbursement of the loans will be subject, in all respects, to the terms and conditions of the Loan Agreements, including the disbursement procedures and the applicable procurement guidelines of EIB (http://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf).

4. The Tender documents consist of:

<table>
<thead>
<tr>
<th>Technical Proposal (Volume -1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section -A</td>
</tr>
<tr>
<td>Section -B</td>
</tr>
<tr>
<td>Section -C</td>
</tr>
<tr>
<td>Section -D</td>
</tr>
<tr>
<td>Section -E</td>
</tr>
<tr>
<td>Section -F</td>
</tr>
<tr>
<td>Section -G</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Proposal (Volume -2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section -A</td>
</tr>
<tr>
<td>Section -B</td>
</tr>
<tr>
<td>Section -C</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Proposal (Volume -3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section -A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Proposal (Volume -4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section -A</td>
</tr>
<tr>
<td>Section -B</td>
</tr>
<tr>
<td>Section -C</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Proposal (Pricing Document)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form of Price Bid, Pricing Document-Preamble, Pricing Document-Summary of BOQ and Bill of Quantities</td>
</tr>
</tbody>
</table>

5. Tenderers can download Tender document against online payment of Rs.59,000/- (Rupees Fifty Nine Thousand Only) inclusive of GST, from BMRCL website www.bmrc.co.in during Sale Period of Tender Documents. The procedure for online download is available in our webpage: www.bmrc.co.in.

Procedure for tenderers opting for online purchase of tender documents:

i. Visit web site: www.bmrc.co.in
ii. Register online. (one-time process)
iii. Make payment through Gate Way as available in the website.
iv. Download complete tender document.
v. Frequently check website and also registered mail for any Addendum/Corrigendum/Answered Pre bid queries.

6. Alternatively, Tenderers can download tender document by obtaining login pass word on all working days from 11.00 to 17.00 hours during sale period mentioned above from the Registered Office of BMRCL, BMTC Complex, Shanthisagar, Bangalore-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs.59,000/- (Rupees Fifty Nine Thousand Only) issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of ‘Bangalore Metro Rail Corporation Limited’, payable at Bangalore.

Procedure for tenderers opting for downloading of tender documents using Login pass word against DD:

i. Visit web site: www.bmrc.co.in
ii. Enter login pass word obtained from BMRCL on submission of DD.
iii. Download complete tender document.
iv. Frequently check website and also registered mail for any Addendum/Corrigendum/Answered Pre bid queries.

7. Late tenders (received after last date and time of submission of tender) shall not be accepted under any circumstances.
8. **Tender Validity and Tender Security**: Tenders shall be valid for a period of **180 days** from the last date of submission of Tenders and shall be accompanied with a Tender Security of requisite amount in the form of a Bank Guarantee. The pay orders/Banker’s cheque and demand drafts drawn in favour of Bangalore Metro Rail Corporation Limited, Payable at Bangalore are also acceptable as described in clause C-12 and C-13 of the Instructions to Tenderer.

9. A firm after purchase of tender documents in their name as mentioned (vide para 5 & 6 above) can submit the tender either as an individual firm or as a Joint venture. Tenders are open to nationals of all countries.

10. BMRCL reserves the right to accept or reject any or all tenders without assigning any reasons. No tenderers shall have any cause of action or claim against BMRCL for rejection of their Tender.

11. Contract will be awarded to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents and who has offered the Lowest Evaluated Reasonable Tender Price.

12. Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

**General Manager (Contracts)**
(On behalf of Managing Director)
Bangalore Metro Rail Corporation Ltd
TECHNICAL PROPOSAL (VOLUME-1)

Eligibility cum Qualification Criteria (EQC): Section-B

Name of the work: “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase , Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Ref: Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) Dated 22-03-2021

<table>
<thead>
<tr>
<th>SI No</th>
<th>Description</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part -I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0</td>
<td>General Information and Qualification Requirement</td>
<td>2</td>
</tr>
<tr>
<td>2.0</td>
<td>Qualification Details</td>
<td>2</td>
</tr>
<tr>
<td>3.0</td>
<td>Qualification Criteria</td>
<td>2-10</td>
</tr>
<tr>
<td>Part -II</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional Qualification Requirement</td>
<td>11-12</td>
</tr>
<tr>
<td>Part -III</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualification Requirement</td>
<td>13- 43</td>
</tr>
</tbody>
</table>
PART – 1

1.0 GENERAL INFORMATION AND QUALIFICATION REQUIREMENT

The proposed work advertised vide Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021 is for “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line; Road widening & allied works and 5 Numbers of Metro Stations viz. Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

1.1 The bids submitted by the tenderers for the above work will be evaluated as per the Eligibility cum Qualification requirement stipulated in the Tender document.

1.2 After the evaluation of technical proposals as above, the financial offers shall be opened on a later date as notified for those specific tenderers who have submitted substantially responsive technical proposals and who have been determined to meet the Eligibility cum qualification requirements.

1.3 The offers of tenderers which have been rejected on the grounds of being substantially non-responsive to the requirements of the tender document and which have been determined as being not qualified as a result of evaluation of technical proposal, the price bid of such tenderers shall not be opened and returned unopened after the Letter of Acceptance has been signed by the successful tenderer.

1.4 After the opening of the Financial Proposals of the Tenderers who have been determined as the substantially responsive and meeting the Eligibility cum qualification requirements, the same will be evaluated and compared in order to arrive at the lowest offer among them. On the basis of this evaluation, the employer may award the work at his sole discretion to the tenderer who has submitted the offer determined to be the lowest evaluated tender.

1.5 Tenders are open to nationals of all countries from any firms individually or as a joint venture.

1.6 Tenderers may apply as a sole tenderer or in joint venture. The number of Joint Venture Partners shall be restricted to maximum of THREE. All the members of the Joint Venture will be jointly and severally liable for the performance of whole Contract.

2.0 QUALIFICATION DETAILS

2.1 The tender is liable to be rejected, if the credentials and information asked are not submitted in entirety as per the Tender document.

2.2 Information supplied by the tenderer (or constituent member, if the tenderer is a Joint Venture) must apply to the tenderer or constituent member (In case of Joint Venture) named in the application and not, unless specifically requested, to other associated companies or firms.

2.3 Details of the proposed joint venture and partnership agreement in the form of a Memorandum of Understanding (MoU) signed by all participants will be required (format placed at ANNEXURE - FT-1C). MoU should indicate the percentage participation and the nature of works such as, Foundation works; pile & open foundation, Substructure works; pier/pier cap, Super structure works; casting & launching of segments, girders and Station works that will be executed by each member.

3.0 QUALIFICATION CRITERIA

3.1 ELIGIBLE TENDERERS

3.1 i The lead member in case of JV shall have more than 50% participation in the JV. Other members should have a minimum participation of 10% individually and totalling up to 100%. Change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise, the tenderer shall be treated as non-responsive. (FT-1C of FTT)

ii A tenderer shall submit only one bid, either individually or as a member of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be
a subcontractor while submitting a bid individually or as a member of a JV in the same bidding process. A firm or a Company, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity in the same bidding process. (Form-1, Form-3 and Form-5 as applicable)

iii Tenderers shall not have a conflict of interest. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this work.

b) a tenderer has any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph (a) above; or

c) a 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 work.

d) the impartial and objective exercise of the functions of the Employer, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Employer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.

(Form-2, Form-4 and Form-6 as applicable)

iv As on date of submission of Tender, the tenderer or any member in case of JV should not be excluded as per the GROUNDS FOR EXCLUSION mentioned in Clause of ITT 2.7. The tenderer should submit an undertaking to this effect.

Tenderers may also note that in case the tenderer (applies to each individual member in case of a Joint Venture) is excluded as per Ground for Exclusion mentioned in Clause 2.7 of ITT 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 5 working days, 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.

Any such exclusion as per ITT Clause 2.7 will result in disqualification of the tenderer and the financial proposal of such Tenderer shall be returned unopened in case the technical evaluation is still in progress. In case the Financial Proposals have already been opened, and the work not yet awarded, the Financial Proposal will not be further considered for evaluation. In case work has been awarded, it will result in cancellation of contract.

(Form-2, Form-4 and Form-6 as applicable)
### 3.2 WORK EXPERIENCE & FINANCIAL STANDING:

3.2 A The tenderers will be qualified only if they have completed work(s) during last seven years as on date of submission of tender as given below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint Venture</td>
</tr>
<tr>
<td></td>
<td>All Partners combined</td>
<td>Each Partner (Other Than Lead Partner)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**3.2.A (i) One work of similar nature**

At least **one work** of similar nature i.e. works of construction of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction of a minimum length of **6.00Kms**.

If the above work of pre-stressed concrete segmental construction of minimum length **6.00 Kms** has been done by the foreign partner of JV or a foreign firm and the work was done in the country of the foreign partner/foreign firm then in addition to this, the foreign partner/foreign firm must have done works of similar nature (pre-stressed Concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length **3.00 Kms** outside the country of the foreign partner/foreign firm.

<table>
<thead>
<tr>
<th></th>
<th>Must meet 100% of the requirement</th>
<th>Must meet 100% of the requirement</th>
<th>Must meet at least 10% of the requirement. (In addition to this if the lead partner is a foreign partner, the foreign partner must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.</th>
<th>Must meet at least 50% of the requirement. (In addition to this if the lead partner is a foreign partner, the foreign partner must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annexure 1, 1A, 1B and Appendix 1 of EQC</td>
<td>Annexure 1, 1A, 1B and Appendix 1 of EQC</td>
</tr>
</tbody>
</table>

**3.2. A (ii) Two works of similar nature**

At least **two works** of similar nature i.e., works of construction of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction each of a minimum length of **3.75 Kms**.

If the above works of pre-stressed concrete segmental construction each of minimum length **3.75 Kms** has been done by the foreign partner of JV or a foreign firm and all the works were done in the country of the foreign partner/foreign firm then

<table>
<thead>
<tr>
<th></th>
<th>Must meet 100% of the requirement</th>
<th>Must meet 100% of the requirement</th>
<th>Must meet at least 10% of the requirement. (In addition to this if the lead partner is a foreign partner, the foreign partner must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.</th>
<th>Must meet at least 50% of the requirement. (In addition to this if the lead partner is a foreign partner, the foreign partner must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annexure 1, 1A, 1B and Appendix 1 of EQC</td>
<td>Annexure 1, 1A, 1B and Appendix 1 of EQC</td>
</tr>
</tbody>
</table>
### Criteria Compliance Requirements

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.2.A (iii) Three works of similar nature</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In addition to this, the foreign partner/foreign firm must have done work of similar nature (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner/foreign firm.</td>
<td><strong>Must meet at least 10% of the requirement.</strong> (If the partner is foreign partner, he must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.)</td>
<td><strong>Must meet at least 50% of the requirement.</strong> (In addition to this if the lead partner is a foreign partner, he must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.)</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3.2.A (iii) Three works of similar nature</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least <strong>Three works</strong> of similar nature i.e. works of construction of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction each of a minimum length of <strong>3.00 Kms</strong>.</td>
<td><strong>Must meet 100% of the requirement.</strong></td>
<td><strong>Must meet at least 10% of the requirement.</strong> (If the partner is foreign partner, he must have also done similar works (pre-stressed concrete segmental construction of Viaduct/Bridge/Flyover) for a minimum length <strong>3.00 Kms</strong> outside the country of the foreign partner.)</td>
</tr>
</tbody>
</table>

### Notes:
1) The tenderer shall submit details of works executed by them in **Annexure 1, 1A, 1B and Appendix-1** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost, length of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction and actual date of completion for such work should be submitted. The **offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by CA, for all payments received and copy of final/last bill paid by client shall also be submitted.

2) **Substantially completed work as on date of submission of tender will also be considered for qualification of work experience criteria for para 3.2 A** (Substantially completed work shall be 80% or more of the value of the works completed under the contract. They are to be supported by the Client's Certificate(s) and Agreement/Work Order)

3) In case of joint venture, length of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction, if done by the same joint venture shall be...
considered. However, if the qualifying work(s) were done by them in JV having different constituents, then the length of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction as per actual execution shall be considered. It is not necessary that the similar work done by different constituents of the JV are executed under the same contract for collectively fulfilling the requirement.

4) Client certificates are mandatory for the work done. In case the work is done as sub-contractor, client’s signed copy of agreement with main contractor, approval of client for being engaged as sub-contractor and completion certificate from main contractor are to be submitted. Certified copies are to be attested by the Notary Public.

5) If there is any discrepancy between the information provided by the tenderer and supporting client certificate, then the content in the client certificate will govern.

### 3.2. B FINANCIAL STANDING

The Financial qualification criteria requirements are given below in the following table:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>All Partners combined</td>
</tr>
<tr>
<td><strong>3.2 B(I) Liquidity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banking Reference and certificate from its Banker to demonstrate that it has access to, or has available liquid assets, lines of credit and other financial means sufficient to meet the required cash flow, after meeting its commitments for other contracts and other liabilities for a sum of Indian Rupees 64.61 Crores.</td>
<td>Must meet 100% of the requirement</td>
<td>Must meet 100% of the requirement</td>
</tr>
<tr>
<td><strong>3.2 B(II) Profitability</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnings before interest and tax should be positive in at least Two years out of the last five years for each member of the Joint Venture.</td>
<td>Must meet requirement</td>
<td>Must meet Requirement</td>
</tr>
<tr>
<td><strong>3.2 B(III) Net Worth</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth of tenderer should be positive in the last Two financial years.</td>
<td>Must meet requirement</td>
<td>Must meet Requirement</td>
</tr>
<tr>
<td><strong>3.2. B(IV) Annual Turnover</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each tenderer in his name should have in the last five years (2015-16 to 2019-20) period(s) achieved in at least two financial years a minimum annual financial turnover from construction of ≥ Rs. 290.75 Crores. However, each member of JV shall have minimum annual turnover of Rs. 72.69 Crores in at least two financial years as above. This should be duly certified by Chartered Accountant.</td>
<td>Must meet 100% of the requirement</td>
<td>Must meet 100% of the requirement</td>
</tr>
</tbody>
</table>
Notes:
1. Financial data for last five financial years has to be submitted by the tenderer in Annexure-4, Appendix-2, 3 & 4 of EQC along with audited balance sheets. The financial data in the prescribed format at Annexure-4 shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the tenderer, he has to submit an affidavit certifying that ‘The Balance Sheet has actually not been audited so far’. In such a case the financial data of previous ‘4’ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

3.2. C. **BID CAPACITY:**

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula.

Available bid capacity = \((1.5 \times A \times N) - B\).

Where,
- \(A\) = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.03.2020 price level assuming 5% inflation for Indian Rupees every year and 2% for Foreign currency portion per year).
- \(N\) = number of years prescribed for completion of the works for which tenders are invited.
- \(B\) = Value of existing commitments (as on date of submission of tender) for ongoing construction works during the period of **21 Months** with effect from the date of submission of tender.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.2.C. Bid Capacity</strong></td>
<td></td>
<td>Annexure-2 and Annexure-4 of EQC</td>
</tr>
<tr>
<td>Available bid capacity = ((1.5 \times A \times N) - B). Available bid capacity should be ≥ Rs. <strong>339.21</strong> Crores</td>
<td>Must meet 100% of the requirement</td>
<td>Must meet as per their % age of participation in JV</td>
</tr>
</tbody>
</table>
3.3 **KEY PERSONNEL:**
The Tenderers must deploy the Key Personnel for the work as indicated in Appendix FT-9A of FTT. The number of Key Personnel should not be less than as specified. The Joint Venture as a whole (for all members put together in case of Joint Venture) will be considered and should cover disciplines mentioned in Appendix FT-9A of FTT.

In respect of the Project managers, Deputy Project Managers and Launching Expert the Tenderer is required to submit CVs along with their tenders as described below:

(i) **Project Manager:** The requirement is One Project Manager. The Project Manager should be BE/BTech Civil Engineering with 12 years of total experience and 3 years as Project Manager in Similar Nature of works in the respective fields viz. Elevated Viaduct and Metro Stations as per requirement vide Appendix FT-9A of Form of Tender. The CV of the Project Managers shall be submitted as per Attachment to Appendix FT-9A of FTT.

(ii) **Deputy Project Managers:** The requirement is Three Deputy Project Managers. One each for Viaduct and connected Road works, Elevated Stations and Casting Yard. Deputy Project Manager should be BE/BTech Civil Engineering with 10 years of total experience and 3 years as Deputy Project Manager in Similar Nature of works in the respective fields viz. Viaduct, Elevated Stations and Casting Yard. The CV of the Deputy Project Managers shall be submitted as per Form Attachment to Appendix FT-9A of FTT.

(iii) **LAUNCHING EXPERT:** The requirement is One Launching Expert for Viaduct. Launching expert should be BE/BTech Civil/Mechanical Engineering with 8 years of total experience and 3 years as Launching Expert in Similar Nature of works in the respective field viz. Launching of Segments. The CV of the Launching Expert shall be submitted as per Attachment to Appendix FT-9A of FTT.

**Notes:**
1. Tenderer may propose any number of names of Personnel for each Key Position mentioned in para 3.3 above. Any of those proposed personnel as per the requirement for each key position have to be mandatorily deployed in case of award of work.
2. The successful tenderer has to deploy the same key personnel as indicated in the tender submittal failing which the contract may be terminated in accordance with GCC Clause 13.2.
3. The proposed Key personnel are not to be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer.
4. In case the CVs as submitted in Attachment to Appendix FT-9A are not commensurate with the requirement as per the Employer as mentioned in eligibility cum qualification criteria the tender is subject to rejection.

In this connection the tenderer must also give an undertaking (Pro-forma letter of Declaration and Undertaking) to provide all the Personnel consistent with the requirement stipulated in the tender document if he is awarded the contract. The qualification criteria is given below in the following table:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint Venture</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All Partners combined</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Each Partner (Other Than Lead Partner)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lead Partner</td>
</tr>
<tr>
<td></td>
<td>Submission Requirements</td>
<td></td>
</tr>
<tr>
<td>3.3 Key Personnel</td>
<td>Undertaking must be given</td>
<td>Undertaking must be given</td>
</tr>
</tbody>
</table>

The Tenderers must have the key personnel to be deployed for the contract as indicated in Appendix FT-9A of FTT. The key positions should not be less than as specified. The Joint Venture as a whole (for all members put together in case of Joint Venture) will be considered and should cover disciplines mentioned in Appendix FT-9A of FTT.
3.4 **PLANT & MACHINERY:**

Tenderers should deploy a minimum plant and machinery as mentioned in Appendix FT-10 of FTT either owned or to be made available on hire or lease for this work. Joint Venture as a whole will be considered. In this connection the tenderer must give an undertaking to deploy Plant and Machinery (Pro-forma letter of Declaration and Undertaking) consistent with the requirement stipulated in the Appendix FT-10 of FTT if he is awarded the contract. The qualification criteria are given below in the following table:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint Venture</td>
</tr>
<tr>
<td></td>
<td>All Partners combined</td>
<td>Each Partner (Other Than Lead Partner)</td>
</tr>
<tr>
<td>Minimum Plant &amp; Machinery.</td>
<td>Undertaking must be given</td>
<td>Undertaking must be given</td>
</tr>
</tbody>
</table>

**Note:**

The plant and machinery indicated above is minimum to be deployed at appropriate stage of the work. However, depending on the requirement to complete the work in the stipulated completion period, the tenderer should deploy additional machinery as circumstances warrant at no extra cost.
3.5 **ETHICS & PERFORMANCE:**

3.5.1 Tenderer must observe the highest standard of ethics while submitting the tender application. BMRCL will disqualify the tenderer if he has made misleading or false representation in the forms, statements and attachments submitted; or indulge in Prohibited conduct. Prohibited Conduct includes corruption, fraud, coercion, collusion, obstruction, money laundering and financing of terrorism defined as follows:

   (a) A corrupt practice, is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

   (b) A fraudulent practice, is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

   (c) A coercive practice, is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

   (d) A collusive practice, is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

   (e) An obstructive practice is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of the EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty

   (f) Money laundering is,

      (i) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;

      (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;

      (iii) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity;

      (iv) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

   (g) Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

3.5.2 Further, BMRCL will declare a firm ineligible, either indefinitely or for a stated period of time, for any BMRC contract, if it at any time it determines that the firm has engaged in Prohibited conduct in competing for, or in executing, a borrowed financed contract in general.

3.5.3 Tenderers are required as a condition of admission to eligibility, to execute and attach a Covenant of Integrity in the form indicated in Appendix 5.

3.6 **LITIGATION HISTORY:** (Please see Annexure 1D).

The Tenderer/Tenderers should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last ten years ending on date of submission of the tender.

If the litigation started by the Tenderer without recourse to measures of Dispute Resolution and Arbitration as provided in the Contract or the litigation in respect of challenge of award of Arbitration by the Tenderer, will be treated as Litigation case indulged by the Tenderer for this Para of Litigation History.
PART-II
ADDITIONAL QUALIFICATION REQUIREMENT

The Tenderers are required to demonstrate their capabilities by furnishing material based on their experience, past performance, their technical and organizational capability, equipment and financial resources as detailed in this document of Technical Proposal.

The Tenderers will be assessed additionally with reference to the following:

- Methodology of Executing the Subject Work including Launching Girder system or other systems without affecting Rail/Road traffic below.

- Planning of infrastructure requirements in the casting Yard (like Number of casting beds for straight and curved spans, Number of Ganttries, curing method, number of reinforcement cage beds etc) and at site of work (like number of shutters for pile caps & Piers, Pier caps etc). Adequacy of infrastructure proposed to be provided at casting yard and at pier locations with reference to implementation of programme and completion period to determine that the tenderers are adopting sound, workable, acceptable and safe practises and their planning and programming of various infrastructure requirements are in tune with the quantum of work to be performed in the completion period as specified in this contract. This will assist in assessing the responsiveness and technical acceptability of their tender.

(Tenderers must furnish the complete details as required in the above Para considering the details of available casting yard facilities, plant & machinery, equipment, Shuttering materials and other constructions materials as provided in Appendix FT-10A, Appendix, FT-10B and Appendix FT-10C of Forms to Tender (FTT) of Tender document. For this purpose, use separate sheets/statement and submit along with Technical Proposal)

Note: The offer of the Tenderer, who does not furnish the required details as per the Technical Proposal and as above is liable for rejection.
TENDERERS – CHECKLIST  
Annexure-A  
(To be filled by Tenderer and each member in case of a Joint Venture)

Name of Tenderer / JV Member ___________________________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Tenderer (each member in case of JV) suffered bankruptcy / insolvency in the last five years as on date of submission of this tender?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Has any misleading information been given by the Tenderer (each member in case of JV) because of which the Tenderer (each member in case of JV) gets qualified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Has the Tenderer (each member in case of JV) submitted the “Covenant of Integrity”?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Has the Tenderer (each member in case of JV) submitted the “Environmental and Social Covenant”?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Has the Tenderer (each member in case of JV) certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Does the Tenderer (as a Group in case of JV) satisfy the Eligibility Criteria stipulated in Para 3.1 to 3.6 of qualification requirement and Eligibility Criteria?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Has the Tenderer (each member in case of JV) paid liquidated damages more than 5% of the contract value in a contract due to delay or penalised due to any other reason in the last five years as on date of submission of this tender?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Has the Tenderer (each member in case of JV) availed Corporate Debt Recovery (CDR) from any bank in India or Abroad?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Has the Tenderer (each member in case of JV) any consistent litigation history in a court of law (annual average of more than one litigation case in the last 10 years) as on date of submission of this tender?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:  
Answer “YES” to any one of the questions from 1 to 2 and answer “NO” to any one of the questions from 3 to 6 will be considered as “FAIL” and will disqualify the Tenderer from further evaluation.
### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Page Nos</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check List for Submission of Important Information</td>
<td>14</td>
</tr>
<tr>
<td><strong>Proforma Letters</strong></td>
<td></td>
</tr>
<tr>
<td>Form 1</td>
<td>15</td>
</tr>
<tr>
<td>Form 2</td>
<td>17</td>
</tr>
<tr>
<td>Form 3</td>
<td>19</td>
</tr>
<tr>
<td>Form 4</td>
<td>21</td>
</tr>
<tr>
<td>Form 5</td>
<td>23</td>
</tr>
<tr>
<td>Form 6</td>
<td>25</td>
</tr>
<tr>
<td>Tenderers Information</td>
<td>27</td>
</tr>
<tr>
<td>Annexure 1</td>
<td>28</td>
</tr>
<tr>
<td>Annexure 1A</td>
<td>29</td>
</tr>
<tr>
<td>Annexure 1B</td>
<td>30</td>
</tr>
<tr>
<td>Annexure 1C Deleted</td>
<td>31</td>
</tr>
<tr>
<td>Annexure 1D</td>
<td>32</td>
</tr>
<tr>
<td>Annexure 2</td>
<td>33</td>
</tr>
<tr>
<td>Annexure 3- Deleted</td>
<td>34</td>
</tr>
<tr>
<td>Annexure 4</td>
<td>35</td>
</tr>
<tr>
<td>Appendix - 1</td>
<td>36</td>
</tr>
<tr>
<td>Appendix - 2</td>
<td>37</td>
</tr>
<tr>
<td>Appendix - 3</td>
<td>38</td>
</tr>
<tr>
<td>Appendix - 4</td>
<td>39</td>
</tr>
<tr>
<td>Appendix - 5</td>
<td>40</td>
</tr>
<tr>
<td>Appendix – 5A</td>
<td>42</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Requirement</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Tenderer’s Check list</td>
</tr>
<tr>
<td>2.</td>
<td>Share of partners in the case of JV.</td>
</tr>
<tr>
<td>3.</td>
<td>Conflict of Interest</td>
</tr>
<tr>
<td>4.</td>
<td>Covenant of Integrity</td>
</tr>
<tr>
<td>5.</td>
<td>Environmental and social covenant</td>
</tr>
<tr>
<td>6.</td>
<td>Submission of documents (including reply to pre-bid queries, Addendum and Corrigendum)</td>
</tr>
<tr>
<td>7.</td>
<td>Tender security</td>
</tr>
<tr>
<td>8.</td>
<td>Letter of application</td>
</tr>
<tr>
<td>9.</td>
<td>Only one bid either individually or as a partner of a JV</td>
</tr>
<tr>
<td>10.</td>
<td>Work Experience</td>
</tr>
<tr>
<td>11.</td>
<td>Liquidity</td>
</tr>
<tr>
<td>12.</td>
<td>Profitability</td>
</tr>
<tr>
<td>13.</td>
<td>Net Worth</td>
</tr>
<tr>
<td>14.</td>
<td>Annual Turnover</td>
</tr>
<tr>
<td>15.</td>
<td>Works in Hand</td>
</tr>
<tr>
<td>16.</td>
<td>Key Personnel</td>
</tr>
<tr>
<td>17.</td>
<td>Plant and Machinery</td>
</tr>
<tr>
<td>18.</td>
<td>Litigation History</td>
</tr>
<tr>
<td>19.</td>
<td>Power of Attorney to sign and submit Letter of Application by Lead Partner</td>
</tr>
<tr>
<td>20.</td>
<td>MOA (Memorandum of Association) of each member.</td>
</tr>
<tr>
<td>21.</td>
<td>Power of Attorney to the person signing the Letter of Participation.</td>
</tr>
<tr>
<td>22.</td>
<td>Undertaking for “Joint and Several Responsibility” signed</td>
</tr>
<tr>
<td>23.</td>
<td>MOU/Joint Venture Agreement</td>
</tr>
<tr>
<td>24.</td>
<td>Division of work between the members of the Joint Venture</td>
</tr>
<tr>
<td>25.</td>
<td>Physical completion Certificate completed as referred</td>
</tr>
<tr>
<td>26.</td>
<td>Annual Reports</td>
</tr>
<tr>
<td>28.</td>
<td>Details of Proposed Sub - Contractors</td>
</tr>
</tbody>
</table>
FORM-1

PRO-FORMA LETTER OF APPLICATION
(Applicable to Tenderer submitting their bid as Sole Tenderer)
(To be submitted along with the bid in the Firms’ Letter Head)

Ref:                       Dated………

(Tenderer to provide date and reference no.)

The Managing Director,  
Bangalore Metro Rail Corporation Ltd.  
Third floor, BMTC Complex  
KH Road, Shantinagar  
Bangalore-560027, Karnataka, India.

Dear Sir,

Application for Technical Evaluation for “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz. Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via &Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021

We, hereby make application for Technical evaluation as a Sole Tenderer for the construction of above said work. In support of the application we submit herewith un tampered required documents in Original.

We are aware that we will be considered only if we are found to fulfil the eligibility criteria as given in Tender document.

We for the purpose of the Tender for the above said work as per the Tender notice no: BMRCL/Phase-2/Reach-6/Elevated/Via &Stn/RC/2021/75(R6-CC-01BW) Dated 22-03-2021 do hereby solemnly affirm and state the following:

1. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken in addition to the provisions of Para 3.5 of Eligibility cum Qualification Criteria:
   I. Our name will be removed from the panel of qualified agencies.
   II. Any tender submitted by us on the basis of qualification may not be considered.
   III. If any tender from us is accepted and a contract awarded to us on the basis of our qualification, the tender acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

2. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare 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 does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

3. Our Tender shall be valid for a period of 180 days from the last date of Tender submission in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We are not participating, as a Tenderer, in more than one bid for this tender and also not participating as a subcontractor in this tendering process in accordance with 3.1(ii) of EQC.
5. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

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

Yours faithfully,

(Signature) …………………
Name of signatory: ……………………………
Capacity of signatory: ……………………………
Name and address of Tenderer
FORM-2

PRO-FORMA LETTER OF DECLARATION AND UNDERTAKING
(Applicable to Tenderer submitting their bid as Sole Tenderer)
(To be submitted along with the bid in the Firms’ Letter Head)

Ref: Dated………..

(Tenderer to provide date and reference no. )

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Declaration And Undertaking for Technical Evaluation for “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase , Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Work).”

Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021

We, hereby make application for Technical evaluation (Pro-forma letter of application Form1) as a Sole Tenderer for the Construction of above said work. In support of the application we submit herewith Original of the required documents.

We for the purpose of the Tender for the above said work as per the Tender notice no: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021, do hereby solemnly affirm and state the following as Declaration and Undertaking:

1. Having inspected the site, examined the tender document including Employer’s requirements, General Conditions of Contract ,Special Conditions of Contract, Technical Specifications ,Tender Drawings , Pricing Document, Reference manuals - Safety, Health & Environment (SHE) & Geo Technical Data, Eligibility Cum Qualification Criteria, Instructions to Tenderer and Addenda/Corrigendum etc., thereto (if any) for the constructions of above mentioned works, and prepared the tender entirely in accordance with all the requirements of the tender document and agree entirely with them.

2. We here by confirm that we have visited the sites of work and have become conversant with the scope/balance work and local conditions of working.

3. We here by confirm that we have visited the casting yard facilities and other site locations where plant and equipment, Shuttering materials and Other construction materials are being made available as per Appendix FT-10A, Appendix, FT -10B and Appendix FT-10C of Forms To Tender(FTT) and have acquainted ourselves with the present status, availability and working condition of the same. If any repairs, maintenance and reconditioning of the said casting yard facilities, plant and equipment, shuttering materials as required shall be arranged by us at our own cost.

4. For the purpose of your evaluation, study, review and decision making we are ready to let you inspect our business premises / site, etc.

5. We authorize BMRCL or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.

6. We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of BMRCL in connection with this tender without your written authority or as otherwise required by law not to publish or otherwise disclose the same.
7. If our Tender is accepted, we commit to deploy Key personnel, Other personnel and Key Equipment consistent with the requirements stipulated in Appendix FT-9A, Appendix FT-9B and Appendix FT-10 of FTT.

8. If our tender is accepted, we commit to submit work method statements for all major activities and get these approved from the Engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements and KEY DATES without any deviations and delay in completion.

9. If our tender is accepted, we agree to establish our project office in Bangalore.

10. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Documents.

11. We declare that we do not have conflict of interest with respect to any material cross shareholding or Joint Venture or contract with or investment in the member of any other Joint Venture who submitted its Application for the said Project.

12. We declare that, we have not been excluded as per the GROUNDS FOR EXCLUSION mentioned in Clause of ITT 2.7 as on date of submission of tender.

13. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

14. We understand that this Tender shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive jurisdiction in the matter.

15. We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Tender Document, all supporting and explanatory information is truthful and exact.

16. Incase our tender is accepted; we will enter into agreement as per clause: 30.0 of ITT by signing all the contract documents mentioned in Schedule -1 of Schedules to SCC.

Yours faithfully,

(Signature) ....................
Name of signatory: .............................
Capacity of signatory: .............................Name and address of Tenderer
FORM-3

PRO-FORMA LETTER OF APPLICATION
(Applicable to Tenderer submitting their bid as a JOINT VENTURE (JV))

(To be submitted BY LEAD PARTNER of the Joint Venture along with the bid in their Letter Head)

Ref: Dated........

(Tenderer to provide date and reference no.)

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Application for Technical Evaluation for “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works)."

Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021

We hereby make application for Technical evaluation as a JOINT VENTURE Tenderer for the Construction of above said work. In support of the application we submit herewith un/tampered required documents in Original.

We wish to confirm that our company/firm (delete as appropriate) has formed / intends to form (delete as appropriate) a Joint Venture with ........ (Member to insert names of all other members of the Joint Venture limited to a maximum of three nos. in a Joint Venture) in which we act as the Leader of the Joint Venture for purposes associated with the aforesaid Tender.

We are aware that we will be considered only if we are found to fulfil the eligibility criteria as given in Tender document.

We for the purpose of the Tender for the above said work as per the Tender notice no: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021, do hereby solemnly affirm and state jointly and severally on behalf of the Tenderer including its constituents the following:

1. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken in addition to the provisions of Para 3.5 of Qualification Criteria:
   i. Our name will be removed from the panel of qualified agencies.
   ii. Any tender submitted by us on the basis of qualification may not be considered.
   iii. If any tender from us is accepted and a contract awarded to us on the basis of our qualification, the tender acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

2. We hereby jointly and severally declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare 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 does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

3. Our Tender shall be valid for a period of 180 days from the last date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be
accepted at any time before the expiration of that period.

4. We are not participating, as a Tenderer, in more than one bid for this tender and also not participating as a subcontractor in this tendering process in accordance with 3.1(ii) of EQC.

5. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

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

Yours faithfully,

(Signature) ......................
Name of signatory: ..........................
Capacity of signatory: ....................Name and address of Tenderer
PRO-FORMA LETTER OF DECLARATION AND UNDERTAKING
(Applicable to Tenderer submitting their bid as a JOINT VENTURE (JV))

(To be submitted BY LEAD PARTNER of the Joint Venture along with the bid in their Letter Head)

Ref: Dated………..

(Tenderer to provide date and reference no.)

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Declaration and Undertaking for Technical Evaluation for “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via & Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021

We, hereby make application for Technical evaluation as a JOINT VENTURE (Pro-forma letter of application Form3) Tenderer for the Construction of above said work. In support of the application we submit herewith Original of the required documents.

We wish to confirm that our company/firm (delete as appropriate) has formed / intends to form (delete as appropriate) a Joint Venture with ……… (Member to insert names of all other members of the Joint Venture limited to a maximum of three nos. in a Joint Venture) in which we act as the Leader of the Joint Venture for purposes associated with the aforesaid Tender.

We for the purpose of the Tender for the above said work as per the Tender notice no: BMRCL/Phase-2/Reach-6/Elevated/Via & Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021, do hereby solemnly affirm and state jointly and severally on behalf of the Tenderer including its constituents the following:

1. Having inspected the site, examined the tender document including Employer’s requirements, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings, Pricing Document, Reference manuals - Safety, Health & Environment (SHE) & Geo Technical Data, Eligibility Cum Qualification Criteria, Instructions to Tenderer and Addenda/Corrigendum etc., thereto (if any) for the constructions of above mentioned works, and prepared the tender entirely in accordance with all the requirements of the tender document and agree entirely with them.

2. We here by confirm that we have visited the sites of work and have become conversant with the scope/balance work and local conditions of working.

3. We here by confirm that we have visited the casting yard facilities and other site locations where plant and equipment, Shuttering materials and Other construction materials are being made available as per Appendix FT-10A, Appendix, FT -10B and Appendix FT-10C of Forms To Tender(FTT) and have acquainted ourselves with the present status, availability and working condition of the same. If any repairs, maintenance and reconditioning of the said casting yard facilities, plant and equipment, shuttering materials as required shall be arranged by us at our own cost.

4. For the purpose of your evaluation, study, review and decision making we are ready to let you inspect
our business premises / site, etc.

5. We authorize BMRCL or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.

6. We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of BMRCL in connection with this tender without your written authority or as otherwise required by law not to publish or otherwise disclose the same.

7. If our Tender is accepted, we commit to deploy Key personnel, Other personnel and Key Equipment consistent with the requirements stipulated in Appendix FT-9A, Appendix FT-9B and Appendix FT-10 of FTT by the Lead member and the other JV members.

8. If our tender is accepted, we commit to submit work method statements for all major activities and get these approved from the Engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements and KEY DATES without any deviations and delay in completion.

9. If our tender is accepted, we agree to establish our project office in Bangalore.

10. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Documents.

11. We declare that we do not have conflict of interest with respect to any material cross shareholding or Joint Venture or contract with or investment in the member of any other Joint Venture who submitted its Application for the said Project.

12. We declare that, we have not been excluded as per the GROUNDS FOR EXCLUSION mentioned in Clause of ITT 2.7 as on date of submission of tender.

13. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

14. In this Joint Venture we act as lead member and, for the purposes of applying for qualification, represent the Joint Venture. In the event of the tender submitted by our Joint Venture being accepted by BMRCL we agree to be jointly (with other members of our Joint Venture) and severally responsible and liable to Bangalore Metro Rail Corporation Ltd. (BMRCL), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract to be entered into between BMRCL and our Joint Venture.

15. We understand that this Tender shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive jurisdiction in the matter.

16. We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Tender Document, all supporting and explanatory information is truthful and exact.

17. In case our tender is accepted; we will enter into agreement as per clause: 30.0 ITT by signing all the contract documents mentioned in Schedule -1 of Schedules to SCC.

Yours faithfully,

(Signature) ........................
Name of signatory: ...........................
Capacity of signatory: ........................  Name and address of Tenderer
FORM-5

PRO-FORMA LETTER OF APPLICATION
(Applicable to Tenderer submitting their bid as a JOINT VENTURE (JV))

{To be submitted BY Each of the JV PARTNERS (Other Than The Leader) of the Joint Venture along with the bid in their Letter Head}

Ref: (Tenderer to provide date and reference No.)

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Application for Technical Evaluation “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Tender Notification No: BMRC/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021

We, hereby make application for Technical evaluation as a JOINT VENTURE Tenderer for the Construction of above said work. In support of the application we submit herewith unampered required documents in Original.

We wish to confirm that our company/firm (delete as appropriate) has formed /intends to form (delete as appropriate) a Joint Venture with ........... (Member to insert names of all other members of the Joint Venture limited to a maximum of three nos. in a Joint Venture) in which ............ (insert name of Leader of the Joint Venture) act as the Leader of the Joint Venture for purposes associated with the aforesaid Tender. This application is submitted on behalf of a joint venture/partnership (Tenderer to delete as appropriate).

The Joint Venture is led by ......................... (Member to insert name of lead member) whom we hereby authorise to act on our behalf for the purposes of applying for qualification.

We are aware that we will be considered only if we are found to fulfil the eligibility criteria as given in Tender document.

We for the purpose of the Tender for the above said work as per the Tender Notification No:BMRC/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021, do hereby solemnly affirm and state jointly and severally on behalf of the Tenderer including its constituents the following:

1. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken in addition to the provisions of Para 3.5 of Qualification Criteria:
   i. Our name will be removed from the panel of qualified agencies.
   ii. Any tender submitted by us on the basis of qualification may not be considered.
   iii. If any tender from us is accepted and a contract awarded to us on the basis of our qualification, the tender acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

2. We hereby jointly and severally declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare 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 does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has
been awarded to declare the Contract null and void.

3. Our Tender shall be valid for a period of **180 days** from the last date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We are not participating, as a Tenderer, in more than one bid for this tender and also not participating as a subcontractor in this tendering process in accordance with 3.1(ii) of EQC.

5. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

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

Yours faithfully,

(Signature) …………………
Name of signatory: ………………………………
Capacity of signatory: ………………………………Name and address of Tenderer
FORM-6
PRO-FORMA LETTER OF DECLARATION AND UNDERTAKING
(Applicable to Tenderer submitting their bid as a Joint Venture (JV))

{To be submitted BY Each of the JV PARTNERS (Other Than The Leader) of the Joint Venture along with the bid in their Letter Head}

Ref: (Tenderer to provide date and reference No.)
Dated............

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Declaration And Undertaking for Technical Evaluation for “Construction of Elevated Structures (Viaduct&stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021

We, hereby make application for Technical evaluation as a JOINT VENTURE (Pro-forma letter of application Form 5) Tenderer for the Construction of above said work. In support of the application we submit herewith Original of the required documents.

We wish to confirm that our company/firm (delete as appropriate) has formed / intends to form (delete as appropriate) a Joint Venture with .......... (Member to insert names of all other members of the Joint Venture limited to a maximum of three nos. in a Joint Venture) in which ............. (insert names of Leader of the Joint Venture) act as the Leader of the Joint Venture for purposes associated with the aforesaid Tender.

The Joint Venture is led by ......................... (Member to insert name of lead member) whom we hereby authorise to act on our behalf for the purposes of applying for qualification.

We for the purpose of the Tender for the above said work as per the Tender Notification No: BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01BW) dated 22-03-2021, do hereby solemnly affirm and state jointly and severally on behalf of the Tenderer including its constituents the following:

1. Having inspected the site, examined the tender document including Employer’s requirements, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings, Pricing Document, Reference manuals - Safety, Health & Environment (SHE) & Geo Technical Data, Eligibility Cum Qualification Criteria, Instructions to Tenderer and Addenda/Corrigendum etc., thereto (if any) for the constructions of above mentioned works, and prepared the tender entirely in accordance with all the requirements of the tender document and agree entirely with them.

2. We here by confirm that we have visited the sites of work and have become conversant with the scope/balance work and local conditions of working.

3. We here by confirm that we have visited the casting yard facilities and other site locations where plant and equipment, Shuttering materials and Other construction materials are being made available as per Appendix FT-10A, Appendix, FT -10B and Appendix FT-10C of Forms To Tender(FTT) and have acquainted ourselves with the present status, availability and working condition of the same. If any repairs, maintenance and reconditioning of the said casting yard facilities, plant and equipment, shuttering materials as required shall be arranged by us at our own cost.
4. For the purpose of your evaluation, study, review and decision making we are ready to let you inspect our business premises / site, etc.

5. We authorize BMRCL or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.

6. We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of BMRCL in connection with this tender without your written authority or as otherwise required by law not to publish or otherwise disclose the same.

7. If our Tender is accepted, we commit to deploy Key personnel, Other personnel and Key Equipment consistent with the requirements stipulated in Appendix FT-9A, Appendix FT-9B and Appendix FT-10 of FTT by the Lead member and the other JV members.

8. If our tender is accepted, we commit to submit work method statements for all major activities and get these approved from the Engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements and KEY DATES without any deviations and delay in completion.

9. If our tender is accepted, we agree to establish our project office in Bangalore.

10. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Documents.

11. We declare that we do not have conflict of interest with respect to any material cross shareholding or Joint Venture or contract with or investment in the member of any other Joint Venture who submitted its Application for the said Project.

12. We declare that, we have not been excluded as per the GROUNDS FOR EXCLUSION mentioned in Clause of ITT 2.7 as on date of submission of tender.

13. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

14. In this Joint Venture we act as JV Partner and, for the purposes of applying for qualification, represent the Joint Venture. In the event of the tender submitted by our Joint Venture being accepted by BMRCL we agree to be jointly (with other members of our Joint Venture) and severally responsible and liable to Bangalore Metro Rail Corporation Ltd. (BMRCL), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract to be entered into between BMRCL and our Joint Venture.

15. We understand that this Tender shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive jurisdiction in the matter.

16. We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Tender Document, all supporting and explanatory information is truthful and exact.

17. If our tender is accepted; we will enter in to agreement as per clause: 30.0 of ITT by signing all the contract documents mentioned in Schedule -1 of Schedules to SCC.

Yours faithfully,

(Signature) …………………
Name of signatory: ……………………………
Capacity of signatory: ……………………………Name and address of Tenderer
## TENDERER'S INFORMATION

(To be submitted by each tenderer and in case of JV to be submitted by all members)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of members (Lead member first)</th>
<th>Date of Incorporation</th>
<th>Legal address and principle place of Business</th>
<th>Percentage participation</th>
<th>Place and country of incorporation or Domicile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tenderer's authorized representative:
(Name, address, telephone numbers, Fax numbers, e-mail address)

4 Has the Tenderer paid liquidated damages of more than 5% of the contract value in a contract due to delay or penalised due to any other reason in the last five years as on date of submission of this tender? Give details.

5 Has the Tenderer availed Corporate Debt Recovery (CDR) from any bank in India or Abroad? Give details.

6 Has the Tenderer suffered bankruptcy / insolvency in the last five years as on date of submission of this tender? Give details.

7 **Tenderer's Bank Details:**

   (a) Name of the Bank and branch
   (b) Account Number
   (c) IFSC code
   (d) Bank's Contact Number and Fax Number
   (e) PAN:
   (f) GST Registration No:

Yours faithfully,

(Signature) …………………
Name of signatory: ………………………
Capacity of signatory: ……………………….Name and address of Tenderer
## ANNEXURE-1

(To be submitted by tenderer and in case of JV to be submitted by all members)

**Tenderer’s Name:** ………………………………………………………

**WORK OF SIMILAR NATURE IN LAST 07 YEARS as on date of submission of tender –**

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Location:</th>
</tr>
</thead>
</table>

**Scopes:** (Give salient features of the work) **Client’s Address:**

<table>
<thead>
<tr>
<th>Client’s Representative:</th>
<th>Tel.:</th>
</tr>
</thead>
</table>

Was the work carried out as

- a) Prime Contractor
- b) Member of a JV
- c) Sub-Contractor

If, Member of a JV, indicate percentage participation & area/s of participation.

If Sub-Contractor, provide details.

<table>
<thead>
<tr>
<th>Date of commencement of work:</th>
<th>Date of completion of work:</th>
</tr>
</thead>
</table>

Was the date of completion given in the original contract extended? If so, how much and why?

<table>
<thead>
<tr>
<th>Were any LD/penalties imposed for delays.</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
</table>

If yes, give details.

<table>
<thead>
<tr>
<th>Were any penalties imposed for reasons other than delay.</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
</table>

If yes, give details.

<table>
<thead>
<tr>
<th>Contract Value (at the time of award) in Indian Rupees:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Value of completed/Substantially completed portion of the contract as on date of submission of tender:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Completed length of Viaduct/Bridge/Flyover with pre-stressed concrete segmental construction:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Detail breakup of length of Viaduct/Bridge/Flyover having Pre stressed concrete segmental construction, approaches, ramp etc:</th>
<th></th>
</tr>
</thead>
</table>

**Project description:** (Clearly indicate the part of the work assigned to the Tenderers(s))

**Note:**

1. Only the value of contract and completed length of Viaduct/Bridge/Flyover having Pre stressed concrete segmental construction portion as executed by the Tenderer/ member in his own name should be indicated. Where a work is undertaken by a Joint Venture, only that portion of the contract which is undertaken by the concerned Tenderer/ member should be indicated and the remaining done by the other members of the Joint Venture be excluded.

2. Separate form to be used for each work. In case of JV each member shall submit work experience certificate separately for each work. And in case of Non-Indian/Foreign Partner of JV or foreign firm, work done certificate shall be submitted separately for each work having done in his own country (if any) and also work done outside his country.

3. Substantially completed work shall be 80% or more of the value of the works completed under the contract.
### ANNEXURE-1A

(To be submitted by tenderer and in case of JV to be submitted by all members)

**Tenderer's Name:** .................................................................

#### Summary of Information provided in Annexure 1

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the Similar Nature of Work and Location</th>
<th>Work executed as a Prime Contractor/Member of a JV/ Sub Contractor</th>
<th>Percentage of Participation in Case of JV for that particular work</th>
<th>Length of Viaduct / Bridge/Flyover of Pre Stressed Concrete segmental construction</th>
<th>Date of commencement of work</th>
<th>Original Date of completion of work</th>
<th>Final date of completion of work</th>
<th>Reasons for Delay in completion if any</th>
<th>Amount of Liquidated Damages paid for Delay</th>
<th>* Updated Value of work up to 31.03.2020</th>
<th>Liquidated Damages paid if any in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Use Inflation factors for Indian Rupees (@ 5% per year) and Foreign Currency (@ 2% per year) as detailed in Annexure 1 B.

**Note:** If the qualifying work(s) were done by a member in JV having different constituents, then the length of Viaduct/Bridge/Flyover having a pre-stressed concrete segmental construction as per actual execution shall be considered. It is not necessary that the similar work done by different constituents of the JV are executed under the same contract for collectively fulfilling the requirement.
### ANNEXURE 1B

**Summary of Information provided in Annexure 1**

(To be submitted by tenderer and in case of JV to be submitted by all members)

Name of the Tenderer: - ________________________________

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Year</th>
<th>Name of Similar work</th>
<th>Contract Value in Crores</th>
<th>Multiplying factor</th>
<th>Updated contract value in Crores as on 31.03.2020</th>
<th>Total Equivalent INR *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2013-2014</td>
<td></td>
<td>INR: 1.34, FC: 1.13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2014-2015</td>
<td></td>
<td>INR: 1.28, FC: 1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2015-2016</td>
<td></td>
<td>INR: 1.22, FC: 1.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2016-2017</td>
<td></td>
<td>INR: 1.16, FC: 1.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2017-2018</td>
<td></td>
<td>INR: 1.10, FC: 1.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2018-2019</td>
<td></td>
<td>INR: 1.05, FC: 1.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2019-2020</td>
<td></td>
<td>INR: 1.00, FC: 1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INR – Indian Rupee  
FC - Foreign Currency

* Total Equivalent INR should be calculated using the Bill selling exchange rate of State Bank of India as on 31.03.2020.
**ANNEXURE-1D**

**Litigation History**

(This has reference to Para 3.6 of Eligibility cum Qualification Criteria document.)

Name of Tenderer or member of Joint Venture:-

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the Client</th>
<th>Name of the work</th>
<th>No. of cases in the work</th>
<th>cause of Litigation/ arbitration</th>
<th>Year</th>
<th>Litigation/ arbitration initiated by</th>
<th>Award in favour of Tenderer/ Client</th>
<th>Disputed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

Tenderers including each of the partners of a Joint Venture, should provide information on any history of litigation or Arbitration resulting from contracts executed in the last 10 years as on date of submission of this tender. A separate sheet should be used for each partner of a Joint Venture.
**ANNEXURE 2**

*(To be submitted by tenderer and in case of JV to be submitted by all members)*

**WORKS IN HAND**

<table>
<thead>
<tr>
<th>Name of the Tenderer or member of the Joint Venture</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and description of contract (Clearly indicate the part of the work assigned to the Tenderer(s))</td>
<td>...</td>
</tr>
<tr>
<td>Work being / to be executed as a prime Contractor/member of a JV or Sub-contractor</td>
<td>...</td>
</tr>
<tr>
<td>Name of client with telephone number</td>
<td>...</td>
</tr>
</tbody>
</table>

**Contract Value in Rupees Equivalent as on date of submission of tender**

*(Give only the value of work assigned to the Tenderer(s) (Assume inflation as per multiplying Factors as given in Annexure 1B))*

**Value of balance work yet to be done in Rupee equivalent as on date of submission of tender**

*(Assume inflation as per multiplying factors as given in Annexure 1B)*

**Value of work to be done in 2022-23**

**Value of work to be done in 2023-24**

**Value of work to be done in 2024-25 and beyond**

**Value of work to be done in 2025-26 and beyond**

**Note**

Tenderer (each member in case of the Joint Venture) should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

**This figure should also include the year-wise break-up of part value of works to be executed in the four years’ period (2021-22 to 2024-25) even if completion of such works spills over beyond 2024-25.**
ANNEXURE 3

DELETED
ANNEXURE-4

To be certified by Chartered Accountant
(To be submitted by tenderer and in case of JV to be submitted by all members)

Name of Tenderer: -

<table>
<thead>
<tr>
<th>No.</th>
<th>Financial Information in Rupee equivalent with exchange rate at the end of concerned year</th>
<th>Actual for previous five financial years (April to March)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total Assets</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total Liabilities</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Annual Turnover from Construction contracts only</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Profit before Interest and Tax</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Net worth= Total assets – Total liabilities</td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. The above information should be extracted from the certified Annual Financial Statement/Balance sheet/Profit & Loss Accounts which should also be enclosed for each member in case of JV.
2. Financial data submitted by the tenderer in the above format for the year 2020-21 and earlier than year 2015-16 will not be considered for evaluation.
3. The financial information of the Tenderer must be certified by a Chartered Accountant.
4. In case audited balance sheet of the last financial year is not made available by the tenderer, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous four audited financial years will be taken into consideration for evaluation.
APPENDIX-1
(To be submitted by tenderer and in case of JV to be submitted by all members)

Statement to demonstrate works experience of similar type of Works completed during the last Seven years as on the date of submission of tender

Client’s Completion Certificate to be submitted duly furnishing the required information in the table given below.

<table>
<thead>
<tr>
<th>Name of the tenderer/Member in case of JV, who executed the Work</th>
<th>Name of the Work/Project</th>
<th>Contract No. &amp; Date</th>
<th>Length of Viaduct/Bridge/Flyover of Pre Stressed Concrete segmental construction</th>
<th>Date of completion</th>
<th>Name of the Client</th>
<th>% participation of the member in the completed work</th>
<th>nature of the work and area completed by the member</th>
<th>Ref. Page No: of submission on which Client Certificate submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Tenderer: ............................................................

Name & Designation of Authorized signature: ..................................................

Place, Date and seal/stamp of the Tenderer: .............................................

Note:
1. Client Certificate for the work indicating Length of Viaduct/Bridge/Flyover of Pre Stressed Concrete segmental construction is mandatory.
2. If there is any discrepancy between the information provided above and supporting client certificate, then the content in the client certificate will govern.
APPENDIX-2
(To be submitted by Lead member of JV only)

<table>
<thead>
<tr>
<th>Member-(1) –  Lead Member</th>
<th>Percentage participation in this tender (for JVs only)</th>
<th>Annual Turnover (From construction contracts only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member-(2) – other than Lead Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member-(3) – other than Lead Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL for the Joint Venture as a whole</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case audited balance sheet of the last financial year is not made available by the tenderer, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous four audited financial years will be taken into consideration for evaluation.

Signature of the Tenderer: .................................................................
Name & Designation of Authorized signature: .............................................
Place, Date and seal/stamp of the Tenderer: ..............................................
APPENDIX-3

(To be submitted by Lead member of JV only)

Net worth should be positive for last 02 years

<table>
<thead>
<tr>
<th>Member (1) - Lead Member</th>
<th>Financial Accounting Year</th>
<th>Total Assets</th>
<th>Total Liabilities</th>
<th>Net worth (In INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member (2) - other than Lead member</td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member (3) - other than Lead Member</td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case audited balance sheet of the last financial year is not made available by the tenderer, he has to submit an affidavit certifying that ‘The Balance Sheet has actually not been audited so far’. In such a case the financial data of previous four audited financial years will be taken into consideration for evaluation.

Signature of the Tenderer: ..............................................................

Name & Designation of Authorized signature: ............................................

Place, Date and seal/stamp of the Tenderer: ............................................
APPENDIX- 4

(To be submitted by Lead member of JV only)

Profitability-earnings before Interest and Tax should also be positive at least in any two financial years out of the last five years for each members of the Joint Venture.

<table>
<thead>
<tr>
<th>Member-(1) – Lead Member</th>
<th>Profitability-earnings before Interest and Tax in INR</th>
<th>Years in which Profitability-earnings before Interest and Tax is +ve (Positive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member-(2) – other than Lead Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member-(3) – other than Lead Member</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case audited balance sheet of the last financial year is not made available by the tenderer, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous four audited financial years will be taken into consideration for evaluation.

Signature of the Tenderer: .................................................................

Name & Designation of Authorized signature: ........................................

Place, Date and seal/stamp of the Tenderer: ........................................
APPENDIX- 5

COVENANT OF INTEGRITY

(To be submitted by tenderer and in case of JV to be submitted by all members)

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for the “Construction of Elevated Structures (Viaduct&Stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothnur Depot entry line, Road widening & allied works and 5 Numbers of Mro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach-6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).” BMRCL/Phase-2/Reach-6/Elevated/Via&Stn/RC/2021/75(R6-CC-01-BW) Dated 22-03-2021 and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

In the event that we are awarded the Contract, we grant the Project Owner, the European Investment Bank (EIB) and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct includes¹,

- **Corrupt Practice** is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

- **Fraudulent Practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

- **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.

- **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party

- **Obstructive Practice** is (a) deliberately destroying, falsifying, altering or concealing of evidence

¹ Most definitions are those of the IFI Anti-Corruption Task Force’s Uniform Framework of September 2006.
material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of the EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;

- Money laundering is,

  (i) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;

  (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;

  (iii) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity;

  (iv) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

- Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

Signature of the Tenderer:  ........................................................................................................
Name & Designation of Authorized signature: .................................................................
Place, Date and seal/stamp of the Tenderer: .................................................................
APPENDIX-5A

ENVIRONMENTAL AND SOCIAL COVENANT

(To be submitted by tenderer and in case of JV to be submitted by all members)

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

Workers relations. We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB’s Environmental and Social Handbook. We will regularly monitor and report on its application to the Contracting Authority as well as on any corrective measures periodically deemed necessary.

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project’s Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB’s Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in the relevant document and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting periodicity as indicated in the tender documents] environmental and social monitoring reports to the Contracting Authority; and (ii) complying with the measures assigned to us as set forth in the environmental permits and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide the Contracting Authority with the details of the plans and procedures, roles and responsibilities and relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with the Contracting Authority, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing [insert name of the Contracting Authority] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not

4 For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).
5 For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).
taken into account; and (iii) in consultation with [insert name of the Contracting Authority], adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our subcontractors.

Signature of the Tenderer: ........................................................... 
Name & Designation of Authorized signature: ........................................ 
Place, Date and seal/stamp of the Tenderer: .................................
### TECHNICAL PROPOSAL (VOLUME-1)

#### INSTRUCTION TO TENDERERS (ITT) - SECTION-C

<table>
<thead>
<tr>
<th>Clause Nos</th>
<th>Description</th>
<th>Page Nos</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. GENERAL</strong></td>
<td></td>
<td>2- 7</td>
</tr>
<tr>
<td>1.0</td>
<td>Introduction</td>
<td>2</td>
</tr>
<tr>
<td>2.0</td>
<td>Information &amp; Requirements</td>
<td>3</td>
</tr>
<tr>
<td>3.0</td>
<td>Cost of Tendering</td>
<td>4</td>
</tr>
<tr>
<td>4.0</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td><strong>B. TENDER DOCUMENTS</strong></td>
<td></td>
<td>7 - 9</td>
</tr>
<tr>
<td>5.0</td>
<td>Contents of Tender Documents</td>
<td>7</td>
</tr>
<tr>
<td>6.0</td>
<td>Clarification on Tender Documents</td>
<td>8</td>
</tr>
<tr>
<td>7.0</td>
<td>Amendment to Tender Documents</td>
<td>9</td>
</tr>
<tr>
<td><strong>C. PREPARATION OF TENDERS</strong></td>
<td></td>
<td>9- 13</td>
</tr>
<tr>
<td>8.0</td>
<td>Language of Tender</td>
<td>9</td>
</tr>
<tr>
<td>9.0</td>
<td>Composition of Submittals</td>
<td>10</td>
</tr>
<tr>
<td>10.0</td>
<td>Tender Prices</td>
<td>11</td>
</tr>
<tr>
<td>11.0</td>
<td>Currencies of the Tender</td>
<td>12</td>
</tr>
<tr>
<td>12.0</td>
<td>Tender Validity</td>
<td>13</td>
</tr>
<tr>
<td>13.0</td>
<td>Tender Security</td>
<td>14</td>
</tr>
<tr>
<td>14.0</td>
<td>Pricing of conditions, qualifications, deviations etc.</td>
<td>15</td>
</tr>
<tr>
<td>15.0</td>
<td>Pre Bid meeting</td>
<td>16</td>
</tr>
<tr>
<td>16.0</td>
<td>Format and Signing of Tenders</td>
<td>17</td>
</tr>
<tr>
<td><strong>D. SEALING AND SUBMISSION OF TENDERS</strong></td>
<td></td>
<td>13- 14</td>
</tr>
<tr>
<td>17.0</td>
<td>Sealing and Marking of Tenders</td>
<td>13</td>
</tr>
<tr>
<td>18.0</td>
<td>Submission of Tenders</td>
<td>14</td>
</tr>
<tr>
<td>19.0</td>
<td>Late Tenders</td>
<td>15</td>
</tr>
<tr>
<td>20.0</td>
<td>Modification and withdrawal of tenders</td>
<td>16</td>
</tr>
<tr>
<td><strong>E. TENDER OPENING AND EVALUATION</strong></td>
<td></td>
<td>14 - 17</td>
</tr>
<tr>
<td>21.0</td>
<td>Tender Opening</td>
<td>17</td>
</tr>
<tr>
<td>22.0</td>
<td>Process to be Confidential</td>
<td>18</td>
</tr>
<tr>
<td>23.0</td>
<td>Clarification of Tenders</td>
<td>19</td>
</tr>
<tr>
<td>24.0</td>
<td>Determination of Responsiveness</td>
<td>20</td>
</tr>
<tr>
<td>25.0</td>
<td>Evaluation of Tender</td>
<td>21</td>
</tr>
<tr>
<td>26.0</td>
<td>Correction of Errors</td>
<td>22</td>
</tr>
<tr>
<td><strong>F. AWARD OF CONTRACT</strong></td>
<td></td>
<td>17 - 18</td>
</tr>
<tr>
<td>27.0</td>
<td>Award Criteria</td>
<td>17</td>
</tr>
<tr>
<td>28.0</td>
<td>Employer's Right to Accept any Tender and to Reject any or All Tenders</td>
<td>18</td>
</tr>
<tr>
<td>29.0</td>
<td>Notification of Award</td>
<td>19</td>
</tr>
<tr>
<td>30.0</td>
<td>Signing of Contract Agreement</td>
<td>20</td>
</tr>
<tr>
<td>31.0</td>
<td>Performance Security</td>
<td>21</td>
</tr>
<tr>
<td>32.0</td>
<td>Key dates</td>
<td>22</td>
</tr>
<tr>
<td>33.0</td>
<td>Settlement of Disputes of the Tender Process</td>
<td>23</td>
</tr>
<tr>
<td>34.0</td>
<td>Contact Person in BMRCL Office</td>
<td>24</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO TENDERERS (ITT)

A  GENERAL

1.0  INTRODUCTION:

The Bangalore Metro Rail Corporation Limited is a joint venture enterprise of Government of India and Government of Karnataka entrusted with the responsibility of implementation of Bangalore Metro Rail project. The Phase-1 of the project consists of 42.3 km with 40 stations. The East West Corridor has 18.2 km and North South Corridor has 24.10 Km. The underground section, which is 8.80 km, has got seven stations including the interchange station of Majestic.

The Phase-2 of Bangalore Metro Rail Project consisting of Four Extensions to the existing lines and Two New Lines with a total length of 72.095 km and 61 stations (49 Elevated and 12 Underground).

The Phase-1 (42.3 km) and Phase-2 (72.095 km), together will create a Metro Network of 114.395 km, with 101 Stations (81 Elevated, 19 underground and 1 At-Grade).

The Project is financed through equity participation by the Government of India (GOI) and Government of Karnataka and loan from bilateral/multilateral funding agency/agencies (EIB and AIIB) hereinafter called “Funding Agency(ies)” towards the part cost of the Project, and intends to apply a portion of the proceeds of the loan to payments under this contract. Disbursement of the loan will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable guidelines of EIB. http://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf.

This tender is invited as a Risk & Cost tender against the defaulted contractor on this stretch. The existing casting yard shall be made available to the successful tenderer to be used by paying the required rentals after entering into agreement with the land owner. The plant & equipment, shuttering, materials, establishment at casting yard and launching girders, other plant & equipment, shutters, staging etc., along the viaduct and at the stations shall be made available to the successful tenderer rent free for use on execution of the works under this contract. The contractor shall make all such items provided by the employer fit for use on works and maintain throughout the period of contract at his own cost and handover back to BMRCL on completion of all works.

1.1 The construction contract details of Phase -2 lines are detailed below:

ELEVATED & UG LINES (CONSTRUCTION CONTRACTS ONLY):

<table>
<thead>
<tr>
<th>SI No</th>
<th>Section</th>
<th>Contract Package No.</th>
<th>Scope of work.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Baiyappanahalli station dead end to Whitefield station. (Extension of eastern line)</td>
<td>R1a</td>
<td>Baiyappanahalli station dead end to Visvesvaraya Industrial Area station. (work is in progress)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R1b</td>
<td>Visvesvaraya Industrial Area station to Whitefield station till dead end (work is in progress)</td>
</tr>
<tr>
<td>B</td>
<td>Mysore Road station dead end to Kengeri station (Extension of western line)</td>
<td>R2a</td>
<td>Mysore Road station dead end to Pattanagere station. (work is in progress)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R2b</td>
<td>Pattanagere station to Kengeri and till dead end -(work is in progress)</td>
</tr>
<tr>
<td>C</td>
<td>From dead end of Hessaraghatta cross station to BIEC station(Extension of northern line)</td>
<td>R3c</td>
<td>From dead end of Hessaraghatta cross station to BIEC station dead end (work is in progress)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>From dead end of Puttenahalli Cross station to Anjanapura Township station (Extension of southern line)</td>
<td>R4b</td>
<td>From dead end of Puttenahalli Cross station to Anjanapura Township station. (work is completed and line opened for public)</td>
</tr>
<tr>
<td>E</td>
<td>R.V.Road station to Bommasandra station (New line)</td>
<td>R5/P3</td>
<td>R.V.Road station to HSR Layout station (Excluding) (work is in progress)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R5/P2</td>
<td>HSR Layout station (Including) to Hosa Road station (Including) (work is under progress)</td>
</tr>
<tr>
<td>F</td>
<td>Gottigere station to Swagath cross Road station (New elevated line)</td>
<td>R6 (Elevated)</td>
<td>Gottigere to Swagath Cross Road station and up to null point of UG. (Invitation for Balance work for this line is the subject tender)</td>
</tr>
<tr>
<td></td>
<td>Swagath cross Road station to Nagawara (New UG line)</td>
<td>R6 (UG)</td>
<td>Swagath cross Road station to Nagawara (The works have been awarded in four packages and are in progress)</td>
</tr>
</tbody>
</table>

1.2 This Tender is for Contract Package R6 (Elevated) for “Construction of Elevated Structures (Viaduct & Stations) of length 7.50Km (approx.) from Gottigere to Swagath Road Cross (Chainage 00.00m to 7501.818m) including Kothur Depot entry line, Road widening & allied works and 5 Numbers of Metro Stations viz, Gottigere, Hulimavu, IIMB, JP Nagar 4th Phase, Swagath Road Cross in Reach 6 line of Bangalore Metro Rail Project, Phase-2 (Balance Works).”

1.3 The tenderers are allowed to submit their bid/offer for the above tender and pursuant to Eligibility cum Qualification Criteria, evaluation shall be done.

1.3.1 Interested tenderers may submit the tender as a sole tenderer or in joint venture. The number of Joint Venture Members in a Group shall be restricted to maximum THREE. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. All the members of the Joint Venture will be jointly and severally liable for the performance of whole Contract. Tenders are open to nationals of all countries.

1.4 It may be clearly understood and noted that:

a. The tenders as prescribed in paragraph 1.1 are already awarded and the works are continuing on the same. R4b line is completed and opened for public.

b. The tender under consideration is for the construction of balance work of Viaduct and Stations in Reach 6 as taken out from the scope of the Contract Agreement No. BMRCL/PHASE-2/Reach-6/Elevated/Via&Stn/2016/17/(R6-CC-01) dated 26-10-2017. BMRCL will hand over the site of works to the successful tenderer and successful tenderer will have to liaise with BMRCL and all other Designated contractors working in the area, including the contractors from whose Scope, this work is severed.

2.0 INFORMATION & REQUIREMENTS

2.1 (a)The Tenderers shall prepare and submit Qualification requirements together with required documents prescribed.

(b) A tenderer shall submit only one bid, either individually or as a partner of a JV. A tenderer who submits or participates in more than one bid either individually or as a partner of a JV will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of
subcontractor in any bid, may participate in more than one bid, but only in that capacity.

2.2 Litigation History:
Details pertaining to litigation history will be evaluated over a 10-year period (last 10 Calendar years) ending on the date of submission of the tender. The Employer may, at his discretion accept/reject the tender based on Litigation history.

2.3 In the case of tender submittal by a joint venture of two or more firms or companies as partners as the case may be, joint venture data must be furnished in the format prescribed in the tender along with the relevant Qualification documents as mentioned therein. The following requirements shall also be complied with:
(a) In case of a successful tender, the Contract Agreement shall be individually signed so as to be legally binding on all members/constituents as the case may be.
(b) One of the members shall be nominated as Lead member and this authorization shall be evidenced by submitting a power of attorney signed by all members or legally authorized signatories of all the members. Each JV member to give an authorization/undertaking letter indicating the nomination of lead partner of the JV for the purpose of this contract.
(c) Details of the proposed joint venture in the form of a Memorandum of Understanding (MoU) signed by all participants (as per Annexure FT-1C). MoU should indicate the percentage participation and works that will be executed by each member such as, Foundation works; pile & open foundation, Substructure works; pier/pier cap, Super structure works; casting & launching of segments, girders and Station works shall be detailed. The Lead member of JV shall have more than 50% participation in the JV and other members shall have minimum participation of 10% individually totaling up to 100%.
(d) The lead member as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of all and all the partners of the joint venture and the entire execution of the contract including payment shall be carried out exclusively through the member in-charge of Joint Venture.
(e) All members of the joint venture shall be liable jointly and severally responsible for the execution of the Contract. The lead member should be there till the completion of work.
(f) In the event of default by any member in the execution of his part of the Contract, the lead member will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract. In the event of default by Lead member, Employer reserves the right to terminate the contract.
(g) A copy of the MoU/agreement (as per Annexure FT-1C/Schedule 12 as the case may be) entered into by the joint venture members duly notarized shall be submitted along with the tender as a part of Qualification Document with details of Lead Member, details of percentage participation and responsibility of each member, etc.

2.4 The Tenderers should submit a written power of attorney authorizing the signatory(ies) to commit the Tenderer or each member of the partnership, or joint venture. In case of Foreign Partners, Power of Attorney(s) and Board Resolutions conforming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy/High Commission. However, the Power of Attorney provided by the tenderers from that countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a confirming Apostille Certificate.

2.5 Each page of tender document as described in para 5.1 of ITT, including Addendum, Corrigendum, etc., if any, shall be signed by the authorized signatory and stamped.

2.6 Deleted.

2.7 GROUNDS FOR EXCLUSION:

Tenderers (either natural or legal persons including any of their subcontractors) shall not be awarded this contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they have been the subject of a conviction by final judgment for one of the following reasons:
(a) where the tenderer is bankrupt or is the subject of insolvency or winding-up
proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;

(b) tenderer have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer’s country.

(c) where the Employer can demonstrate by any appropriate means a violation by the tenderer of applicable obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions;

(d) where the Employer has sufficiently plausible indications to conclude that the tenderer has entered into agreements with other tenderer(s) aimed at distorting competition;

(e) where the tenderer has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with the Employer or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;

(f) tenderer have been convicted within the past five years by a court decision, which has the force of residential jurisdiction in the country where the project is implemented, of fraud or corruption or any other Prohibited Conduct committed during the procurement or performance of a contract, unless they provide supporting information together with their Covenant of Integrity which shows that this conviction is not relevant in the context of this project;

(g) tenderer is listed for financial sanctions by the United Nations and /or European Union - for the purposes of fight against terrorist financing or threat to international peace and security;

(h) tenderer including JV members should not be excluded by the EU Institutions or any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Infrastructure Investment Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct as defined in the Covenant of Integrity.

(i) where the Employer can demonstrate by appropriate means that the tenderer is guilty of grave professional misconduct, which renders its integrity questionable;

(j) where a conflict of interest within the meaning of 3.1(iii) of EQC cannot be effectively remedied by other less intrusive measures;

(k) where a distortion of competition from the prior involvement of the tenderer in the preparation of the procurement procedure, as referred to in 3.1(iii) of EQC, cannot be remedied by other, less intrusive measures;

(l) where the tenderer has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required pursuant to Clause-2.8 of ITT; or

(m) where the tenderer has undertaken to unduly influence the decision-making process of the Employer, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Notwithstanding point (a) of the first subparagraph, Employer might not exclude a tenderer which is in one of the situations referred to in that point, where the Employer has established that the tenderer in question will be able to perform the contract, taking into account the applicable national rules and measures on the continuation of business in the case of the situations referred to in point (a).

Any tenderer that is in one of the situations referred to in the above paragraph may provide evidence to the effect that measures taken by the tenderer are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the tenderer concerned will not be excluded from the procurement procedure.
For this purpose, the tenderer shall prove that it has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct, clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and taken concrete technical, organizational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the tenderer will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered to be insufficient, the tenderer shall receive a statement of the reasons for that decision.

Tenderers will also be required to confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

2.8 Tenderer and all of its associates (if any) and all the members of the “Group” in case of joint venture will be required to confirm and declare in the Tender submittal they have not engaged in any fraudulent and corrupt practice as defined in Sub-Clause 4.33 of the General Conditions of Contract that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

Tenderers and all of its associates (if any) and all the members in case of Joint Venture are required as a condition of admission to eligibility, to execute and attach a Covenant of Integrity in the form indicated in Appendix-5 of EQC.

2.9 Tenderer and all of its associates (if any) and all the members in case of joint venture will be required to confirm and declare in the Tender submittal to that effect that in case they are successful Tenderer, they will be deploying at least the proposed resources, personnel throughout the construction period as provided in the Tender submittals by the sole tenderer or in case of JV, all members. Non-deployment/compliance to the Tender submissions may lead to remedial action in accordance with the contract and debar the tenderer from participating in BMRCL Tenders in future.

2.10 The Tenderer/Contractor shall grant the Employer, the Funding Agencies and auditors appointed by either of them, as well as any authority or European Union Institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant.

3.0 COST OF TENDERING The Tenderer shall bear all costs associated with the preparation and submission of his tender.

4.0 SITE VISIT

4.1 Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. However, BMRCL will arrange a site visit, prior to pre-bid meeting, for the benefit of prospective tenderers to get familiar with the balance works to be carried out under the scope of this tender.

The tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents 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. The tenderer may please note the following:

a. Land for the said Work is already acquired and the Work Fronts are readily available.

b. All charted underground and overhead utilities has been shifted by BMRCL.

c. BBMP has granted the permission for using the existing road for construction of viaduct, station structures, etc., after completion of new service road and extension of culverts.
d. Trees have been already cleared in the viaduct and station portions.

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

4.3 Geo-Technical Data and Utility Statements in Tender Document are based on the surveys conducted by BMRCL and for reference only. The contents of Geo-Technical Data and drawings are for general information only and any interpretation of the results shall be construed as opinion only and not as representations or warranties as to the actual site or sub-soil conditions. Tenderer is expected to satisfy himself with data furnished and if required, carry out investigations independently for submitting his Tender.

4.4 The agency shall be deemed to have inspected the Site and its surroundings including sources of various construction materials, alternative sources etc. beforehand on his own responsibility and taken it into account including all other relevant factors pertaining to the Site with respect to approach roads, time restrictions for carrying out heavy construction activities and movement of construction vehicles, material trucks, one-way movement of traffic, stacking grounds, availability of land for temporary works and labour camps etc. in the preparation and submission of the Tender and entering into a contract. No claim will be entertained in respect of any of these matters nor will the lack of knowledge or ignorance of conditions be accepted as substantiating a claim.

4.5 In the event of interference of existing uncharted utilities with the pile caps at site, the pier(s) location may require to be changed. The span may become non-standard, in such case the contractor will be provided with alternative span arrangement, which shall be executed by the contractor without any extra cost.

4.6 The contractor has to carry out the trial trenching work before commencement of balance viaduct and station work. Utilities those revealed after trial trenching by the Contractor will be arranged to be shifted by BMRCL, within a reasonable time after completing trial trenching works by the contractor. Any damages arising out of delay in granting Right of Way will be dealt with in accordance with GCC Clause 2.2 along with grant of suitable Extension of time. However, during execution, if any, uncharted or left out utilities are met, the contractor shall temporarily support or temporarily divert or permanently divert. Payment will be made under Schedule E of BoQ. The temporary support work will not be paid and the diversion work only will be paid. The Contractor will liaise with the utility diversion contractor for carrying out the work expeditiously wherever required so that works at particular locations are not delayed. Utility identification at all foundation locations will be done by the contractor well in advance and in case utility(ies) is encountered after the execution of foundation works started, BMRCL may modify the span configuration at such location out of the standard spans configuration provided in the Tender Drawing to save the utility(ies) or to meet obligatory requirements. But during excavation, if uncharted or left out utilities are encountered or work is stopped due to existence of utilities, contractor shall arrange diversion of such utilities taking approval from Engineer and concerned local authorities. Payment for diverting such utilities shall be made under Schedule E of BoQ. Cross/Diagonal Trial Trenching work for identification of utilities shall be done by the contractor at each pier location and at station locations. The traffic diversions will be carried out by the contractor in consultation with traffic police.

4.7 Casting Yard:

Existing commissioned casting yard is available on lease/rental basis situated at Sakalavara village, Jigani Hobli, Anekal Taluk, Bengaluru District. Tenderers are requested to visit the casting yard before submission of tender and acquaint themselves of the site condition, plants, equipment, shutters and other materials available therein. Other terms and conditions of the casting yard is available under sub-clause 2.12 of Employer’s Requirement and Attachment-6 to Employer’s Requirement-Scope of work. Additional area, if any required, has to be arranged by the successful tenderer at his own cost.

B. TENDER DOCUMENTS

5.0 CONTENTS OF TENDER DOCUMENTS

5.1 The Tender Documents as listed below have been prepared for the purpose of inviting tenders for construction of all Permanent and Temporary Works in connection with Tender No: BMRCL/Phase-2/Reach-6/Elevated/Via &Stn/RC/2021/75(R6-CC-01BW) dated 22-03-
2021 of the Bangalore Metro Rail Project and as more particularly described in those documents.

### Technical Proposal (Volume -1)

- **Section -A** Tender Notification
- **Section -B** Eligibility cum Qualification Criteria (EQC)
- **Section -C** Instructions to Tenderers (ITT)
- **Section -D** Form of Tender (Including Appendices and Annexure)(FTT)
- **Section -E** General Conditions of Contract (GCC)
- **Section -F** Special Conditions of Contract (SCC)
- **Section -G** Schedules to Special Conditions of Contract

### Technical Proposal (Volume -2)

- **Section -A** Employer's requirement – Scope of work
- **Section -B** General Requirements - Construction
- **Section -C** Technical Specifications

### Technical Proposal (Volume -3)

- **Section -A** Tender Drawings

### Technical Proposal (Volume -4)

- **Section -A** Safety, Health & Environment (SHE) Manual (Reference only)
- **Section -B** Geo Technical Data, Utility details (Reference only)
- **Section -C** Environment Social Management Plane (Reference only)

### Financial Proposal (Pricing Document)

- Form of price bid, Pricing Document-Preamble, Pricing Document-Summary of BOQ and Bill of Quantities

5.2 The Tenderer is expected to examine carefully all the contents of the Tender Documents and take them fully into account before submitting his Tender. Failure to comply with the requirements as detailed in these documents shall be at the Tenderer’s risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

### 6.0 CLARIFICATION ON TENDER DOCUMENTS

6.1 While all efforts have been made to avoid errors in the drafting of the tender documents, the Tenderer is advised to check the same carefully and seek clarifications within scheduled period (before pre-bid meeting) only. No claim on account of any errors detected in the tender documents shall be entertained.

6.2 A Tenderer requiring any clarification of the tender documents including any error or mismatch in the tender documents, may notify the General Manager (Contracts) in writing and send the same by speed post/fax/email at the General Manager (Contracts) mailing address indicated in NIT. The General Manager/ Contracts will respond in writing to any request for clarification received in writing from Tenderers no later than date fixed for submission for clarifications prior to dead line for submission of tenders. Written copies of the General Manager (Contracts) response will be sent in writing by speed post/fax/email to all prospective Tenderers who have purchased the tender documents. Only written communications/clarification will be considered. Tenderers should acknowledge receipt of such clarifications. The above referred replies will also be uploaded in the BMRCL website www.bmrc.co.in.

6.3 Tenderers should alert the Employer in writing with a copy to EIB at procurementcomplaints@eib.org in case they consider that certain clauses or technical specifications of the tender documents might limit international competition or introduce an unfair advantage to some tenderers.

### 7.0 AMENDMENT TO TENDER DOCUMENTS

During the tender period, the Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be sent in writing by speed post/fax/email to all prospective Tenderers, who have purchased the tender document directly from BMRCL office in the tender period. The amendments will also be uploaded in the BMRCL website www.bmrc.co.in.
Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and list them in the tender submittal.

In order to afford prospective Tenderers reasonable time for preparing their tenders after taking into account such amendments, the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 18 of Instructions to Tenderers.

C. PREPARATION OF TENDERS

8.0 LANGUAGE OF TENDER All documents shall be in English Language. In case any accompanying printed literature is in other language, it shall be accompanied by English translation. The English version shall prevail in matters of interpretation.

9.0 COMPOSITION OF SUBMITTALS

9.1 The Tenderer shall prepare two sealed envelopes, one called the Technical proposal (Envelope-1) containing the documents listed in ITT 9.2 and the other financial proposal (Envelope-2) containing the documents listed in ITT 9.3. These two sealed envelopes should be enclosed in an outer single sealed envelope (Envelope-3). Each envelope should be clearly superscripted with ‘Tender Notification Number’, ‘Name of the Work’, ‘Last Date of Submission of Tender’, ‘Date and Time of Opening’.

Envelope-1: Sealed Technical Proposal
Envelope-3: Sealed Outer Envelope enclosing Envelopes - 1 & 2.

These shall be addressed to the General Manager (Contracts), BMRCL and submitted at the address given in the Notice of Invitation to Tenderer.

For submission of the Tender, Tenderer(s) shall assign person(s) in writing to submit the Tender Document with proper authentication.

9.2 TECHNICAL PROPOSAL

9.2.1 The Tenderer shall submit ‘TECHNICAL PROPOSAL’ in a sealed Envelope-1, which shall comprise the following:

(a) Tender Security, in accordance with ITT 13;
(b) Written confirmation authorizing the signatory to commit the Tender, in accordance with ITT 16.1;
(c) The Forms of Tender shall be complete without any alterations to their format;
(d) Annual Report and Financial Report of the Tenderer only;
(e) Memorandum and Article of Association;
(f) Documentary evidence in accordance with EQC, establishing the Tenderer’s qualifications to perform the contract;
(g) All Addendum & Corrigendum issued and Replies furnished to tenderer’s queries.
(h) Technical details in accordance with ITT 9.2.2;
(i) Any other documents which have been requested in the Tender document as a part of the technical qualification.

9.2.2 Technical Details

9.2.2.1 The details should cover the following:
   i. Understanding and comprehension of the work involved
ii. The general approach and methodology proposed for carrying out the services covered in the Scope of Work to be performed by the Tenderer, including such detailed information as deemed relevant.

iii. A detailed overall Work Programme in terms of weeks from Commencement Date of Works and a bar chart indicating the duration and timing of all major activities shall be prepared and submitted along with the tender. Bar chart shall be made showing the activity to be performed along with duration of each activity. Broadly all the major activities required for carrying on the work should be shown. 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.

iv. Design notes calculations, specifications and dimensioned drawings of casting/fabrication and launching scheme etc.

v. The Tenderers shall submit their corporate quality policy document duly signed by the corporate head or authorized person. The Tenderer shall submit an OUTLINE Quality Plan, illustrating the intended means of compliance as per BMRCL stringent quality requirements as and setting out in summary form an adequate basis for the development of the more detailed document. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer’s Quality objectives with regard to the requirements of the contract and shall, as a minimum, address the quality system elements as required by ISO 9001 – 1994 – “Model for Quality Assurance in Design, Development Procurement, Installation and Servicing”.

vi. The tender shall submit as part of his tender an Outline Safety, Health and Environmental Plan separately illustrating the intended means of compliance with Clause 8.0 of Special Conditions of Contract and as per Safety, Health and Environment Manual (SHE Manual-Volume-4) of the Employer, setting out in summary form an adequate basis for the development of the more detailed document to be submitted under Clause 8.0 of Special Conditions of Contract. The Outline Safety, Health and Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer’s Safety, Health and environmental objectives with regard to the requirement of the contract. The Outline Safety, Health and Environmental Plan shall be headed with a formal statement of policy in relation to Safety, Health and Environmental Management separately and signed by their corporate head or authorized representative. The Outline Safety, Health and Environmental Plan shall include the methods and procedures for ensuring Safety, Health and Environment Impact monitoring of works under the contract. The Site Safety, Health and Environmental Plan shall include detailed policies and procedures which when implemented, will ensure compliance with Clause 8.0 of Special Conditions on Contract and SHE Manual of the Employer. The contractor should associate themselves with any Safety checks undertaken by the Employer or Authorized Representative nominated by it for Safety and take necessary steps for improvement/confirmation.

The tenderer shall also ensure methods and procedures for Environment and Social Impact monitoring of works under the contract. The detailed policies and procedures which when implemented shall ensure compliance to ESMP (Volume-4) of the Employer. Tenderer to sign and submit ‘Appendix-5A of EQC’ for Environmental and Social Covenant.

vii. Drawing and design calculations for temporary work such as staging arrangements, shuttering scheme etc. for the Station building works including Viaduct portion (including casting/fabrication and launching scheme etc.) shall be the obligation of the successful Tenderer.

Notes: All the documents of Technical Proposal detailed above shall be submitted untampered, signed and stamped on right hand bottom corner of each page as duly filled.
9.2.2.2 All deviations from the tender documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix FT-12 to the Form of Tender). All implicit and explicit deviations, remarks and comments mentioned elsewhere in the tenderer's proposal shall be treated as NULL and VOID and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix FT-12 to the Form of Tender) but not priced in Appendix FT-3 to the Form of Tender shall be treated as NULL and VOID and will be unconditionally withdrawn.

The Employer reserves the right to accept or reject any variation, deviation or alternate offer and other factors which do not result in benefits to the Employer shall not be acceptable.

9.2.2.3 No information relating to financial terms of service should be included in the Technical proposal.

9.3 FINANCIAL PROPOSAL

9.3.1 The Tenderer shall submit as "FINANCIAL PROPOSAL" in separate sealed Envelope-2 the following documents, duly completed;
(i) Price Document-Summary of BoQ.
(ii) Form of Price bid.
(iii) Pricing Document - Preamble
(iv) Appendix FT-3 to Form of Tender; Pricing of Unqualified withdrawal of Conditions Qualifications, Deviations etc. (See paragraphs 9.2.2.2 above and 14.0 below).

9.3.2 The financial proposal should be completed untampered, each page duly signed and stamped and submitted in a separate sealed envelope clearly mentioning the name "FINANCIAL PROPOSAL" on the envelope.

9.4 Documents to be submitted by the Tenderer under Qualification, Technical and Financial Proposals have been described under the respective Clauses 9.2 and 9.3. This list of documents to be submitted has been prepared for the convenience of the Tenderer and any omission on the part of the Employer shall not absolve the Tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

10.0 TENDER PRICE

The tenderer shall be responsible for the whole works as described in scope of work, Tender Drawings, Specifications and Bill of Quantities. The Tenderer shall quote percentage above/below/at par value (on the estimated BOQ value) in figures and words for each schedule in the Price Document-Summary of BOQ. Based on the quoted percentage, the Tenderers shall also fill in the amount in figures and words for each schedule as well as for the whole of the work as per format provided. Corrections if any shall be made by crossing out, initialing, dating and rewriting. The Tender prices shall be governed by Tender documents as described under Clause 5.1 of ITT. If no percentage of rate as above, below or at Par is indicated for any particular schedule, the same will be considered as percentage at Par.

10.1 If any Tenderer quotes more than one rate of percentage for any schedule, its tender shall be summarily rejected.

10.2 If the tender, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the tenderer to produce detailed price analysis for any or all schedules of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods proposed. After evaluation of the price analysis, taking into consideration the estimated cost, the Employer may require that the amount of the performance security set forth in Clause 31 be increased for those schedule or schedules considered unbalanced and an additional performance security may be obtained at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract. If such an additional Performance Security is required by the Employer, the successful tenderer shall furnish the same failing which his tender shall be liable to be rejected.

(i) (If the bid price offered by the Lowest evaluated tenderer is lower than 10% but up to 20% of the estimated cost, then the additional performance security shall
be calculated @ 10% of the difference in the (a) Estimated cost (as mentioned in NIT) – 10% of the estimated cost and (b) the bid price offered by the lowest evaluated tenderer

(ii) If the bid price offered by the Lowest evaluated tenderer is lower than 20% of the Estimated cost (as mentioned in NIT), then the additional performance security shall be calculated @ 15% of the difference in the (a) estimated cost – 10% of the estimated cost and (b) the bid price offered by the Lowest evaluated tenderer.

10.3 The tender price or quoted price shall include all State & Central taxes, cess, duty, royalty etc., excluding GST. BMRCL shall pay Output GST, as applicable and claimed in each of the Interim Payment Certificate (IPC).

10.4 The Contract price quoted by the Tenderer is subjected to price variation during the performance of the Contract in accordance with the provisions of SCC Clause-19.

11.0 CURRENCIES OF THE TENDER: Tender prices shall be quoted in Indian Rupees only.

12.0 TENDER VALIDITY

12.1 The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender as indicated in NIT. A tender valid for a shorter period shall be rejected by the employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the Tenderers for a specified extension in the period of Validity in writing or by Tele-fax/email. A Tenderer may refuse the request without forfeiting his tender security. A Tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

13.0 TENDER SECURITY

13.1 The Tenderer shall furnish with his tender, a Tender Security in the form of a Bank Guarantee in favor of Bangalore Metro Rail Corporation Ltd, from an Indian Scheduled Bank (excluding Co-operative banks) or from a Schedule Bank as defined in Section 29 (e) of RBI Act 1934 read with Second Schedule in the form given in Annexure-FT 2 to Form of Tender. In case of joint venture, Tender security can be furnished by any one of the member of the joint venture. The Tender Security shall be for the value indicated in NIT and remain valid for 60 days beyond the validity period of the tender. The Bank Guarantees submitted towards Tender Security can be in multiple BGs also. All bank Guarantees should be payable in Bangalore at the designated branch failing which, the tender will be rejected. The pay orders/Bankers cheque and demand drafts drawn in favour of Bangalore Metro Rail Corporation Limited, Payable at Bangalore are also acceptable.

13.2 Any tender not accompanied by an acceptable tender security will be summarily rejected.

13.3 The tender securities of unsuccessful Tenderers shall be discharged /returned by the Employer as promptly as possible.

13.4 The tender security of the successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement after furnishing the required performance guarantee as per the Contract.

13.5 The tender security shall be forfeited:

(a) if a Tenderer withdraws his tender during the period of tender validity;

(b) if the tenderer does not accept the correction of his tendered price in terms of ITT Clause 26.0;

(c) If the Tenderer fails to unconditionally withdraw any deviations, Conditions, Qualifications etc. at the price indicated by him in Appendix FT-3 to Form of Tender;

(d) if a tenderer misrepresents or omits the facts in order to influence the procurement process;

(e) in the case of a successful tenderer, if he fails to:

(i) Furnish the necessary performance guarantee for performance.

(ii) Enter into the Contract within the time limit specified.

13.6 No interest will be payable by the Employer on the tender security amount cited above.
14.0 PRICING OF CONDITIONS, QUALIFICATIONS, DEVIATIONS ETC.,

14.1 The Tenderer shall submit his tender without any conditions, deviations etc. to the tender documents. Minor deviations if any shall be indicated in the Statement of Deviation (Appendix FT-12 to Form of Tender) and shall be priced in Appendix FT-3 to Form of Tender. Any comments indicated anywhere shall be considered as unconditionally withdraw with no financial implications, unless the deviations, conditions, qualifications etc. are included in the Statement of deviation and priced in Appendix- FT-3.

15.0 PRE-BID MEETING

15.1 Pre-Bid meeting will be held on the date and time indicated in the NIT at BMRCL office in Bangalore. The tenderer/designated representative is invited to attend the pre-bid meeting. In view the present situation of Covid-19 Pandemic, prospective tenderers who have purchased the tender documents may be facilitated to participate in the Pre-Bid Meeting via Video Conference. The purpose of the meeting will be to clarify issues and to answer questions on the tender document.

15.2 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have Purchased the Tender Document directly from the source. Any modification to the Tender Document that 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 ITT 7.0 and not through the minutes of the pre-bid meeting.

15.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

16.0 FORMAT AND SIGNING OF TENDERS

16.1.1 If the tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.

16.1.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.

16.1.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.

16.1.4 If a tender is submitted by a joint venture firms, it shall submit complete information pertaining to each firm in the joint venture and state along with the tender as to which one of the firms shall have the responsibility for tendering and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture for tendering, completion and due performance of the Contract. **All members shall be jointly and severally responsible for all aspects of the Tender and the consequent Contract.** The copy of MOU/Joint Venture agreement entered into by the partners shall be submitted with the Tender.

16.2 Any amendments such as underlinings, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the tender.

16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

16.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Tenderer to the Engineer and the Employer.

16.5 General Power of Attorney(GPA) is also acceptable in place of power of attorney. GPA should contain power of signing the tenders given by the Board of Directors. The said GPA should have come into force prior to the date of submission of Tender.

D. SEALING AND SUBMISSION OF TENDERS

17.0 SEALING AND MARKING OF TENDERS

The Sealed Outer Tender Envelope (Envelope No-3), shall contain sealed envelopes TECHNICAL PROPOSAL (Envelope No-1) and FINANCIAL PROPOSAL (Envelope No-2) separately as shown below:
No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions. No envelope should be submitted without marking as mentioned above.

18.0 SUBMISSION OF TENDERS

18.1 Tenders should be submitted at the following address before the closing time on the scheduled date as indicated in NIT:

General Manager/Contracts
BMRCL, Third Floor, BMTC Complex,
KH Road, Shantinagar,
Bangalore-560 027, Karnataka, India

The Employer may, at his discretion, extend this last date for the submission of tender by amending the Tender Documents in which case all rights and obligations of the Employer and the Tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. (If such nominated last date for submission of tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the last date for submission of tender).

18.2 Tenders as sealed above shall be submitted ‘in person’ OR through ‘Couriers/Posts’, during the period as mentioned in NIT to the designated office. For submission of the Tender in person, Tenderer(s) shall assign person(s) in writing to submit the Tender Document with proper authorization.

19.0 LATE TENDERS: Any tender received by BMRCL after the deadline prescribed for submission of tenders will be returned unopened to the Tenderer.

20.0 MODIFICATION AND WITHDRAWAL OF TENDERS

20.1 Except permitted by these instructions, the Tenderer shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as a part of his tender.

20.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 18.1 of Instruction to Tenderers, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as the case may be.

20.3 No modifications shall be permitted after the deadline for submission of the Tenders. Withdrawal of the tender after deadline for submission of tenders but prior to the period of bid validity shall result in employer’s action as per ITT 13.0.

E. TENDER OPENING AND EVALUATION

21.0 TENDER OPENING

21.1 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Outer envelope of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and returned.
Then, the Employer will open the outer envelope of all the tenders including "MODIFICATION" outer envelope (except withdrawal) in the presence of Tenderers or their representatives who choose to attend on date, time and place as mentioned in NIT. (If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of this Technical Proposal).

On opening of the outermost Tender envelope, it will be checked whether it contains Technical Proposal & Financial Proposal Envelopes Separately or not (In case they are not separate/sealed properly, the bid of the said tenderer shall be summarily rejected by the Employer).

21.2 Then the Employer will open the Technical Proposal, in the presence of Tenderers or their representatives (who choose to attend).

21.3 Technical Proposal of the Tenderer will thereafter be examined to see if they are complete and whether the documents are in order.

21.4 The Tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

21.5 The sealed Financial Proposal including modification to financial proposal of all the Tenderers shall be placed in a large cover and securely sealed in the presence of the tenderer or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of Technical proposal. The Technical proposal will be evaluated in house for eligibility and qualification criteria. If the tenderer fails to meet the eligibility and qualification criteria, then further scrutiny of other technical parameters will not be done and Financial Proposals of those Tenderers shall not be opened.

21.6 Technical proposals meeting all the Technical requirement of the Tender and found substantially responsive only will be qualified for opening of their Financial Proposal. The date and time of opening of Financial Proposal shall be informed separately to the tenderers who meet Technical Requirements. The financial bids of technically eligible & responsive tenderers will be opened 07 days after the results of technical evaluation is published on BMRCL web site.

21.7 The Financial Proposal will be opened in the presence of qualified Tenderers or their representatives who chose to attend in BMRCL Office. The percentage above/below at par value as quoted in the financial proposals shall be read out by the Nominated Officials of the BMRCL and recorded.

22.0 PROCESS TO BE CONFIDENTIAL

22.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.

22.2 Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Tenderers tender.

23.0 CLARIFICATION OF TENDERS

23.1 Technical evaluation of technical proposals submitted by Tenderers shall be undertaken based on details submitted in the technical proposal only. Employer may at his discretion ask any tenderer for clarification on his submittals. The tenderer in response to the clarification is not permitted to submit additional information not pertaining to the clarification sought. The request for clarification and the response shall be in writing and no response leading to material change in the submittals will be permitted.

23.2 To assist in the examination, evaluation and comparison of Financial Proposal, the Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Employer during the evaluation of tenders in accordance with Clause 25.0 herein.

23.3 Delay/refusal to the request for clarification as referred in the above Para 23.1 and 23.2 may result in the rejection of the tender.

24.0 DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements as stipulated in the tender documents.

24.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms,
conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Appendix-FT-12 to Form of Tender.

24.3 If a tender is not substantially responsive to the requirements as stipulated in tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. The financial proposal of such Tenderer shall be returned unopened.

24.4 The decision of the Employer as to which of the tenders are not substantially responsive shall be final. "Any representation by unsuccessful Tenderers will be dealt under ITT Clause 29.1."

25.0 EVALUATION OF TENDER

25.1 (a) The Employer will carry out technical evaluation of submitted Technical Proposal to determine that the Tenderer has a full comprehension of the work of the contract. Where a Tenderer’s technical submittal is found any material deviation or reservation with the requirement of work, it shall be rejected.

(b) Evaluation of Technical Proposal involves verification of Tender Security for its adequacies in accordance with Clause 13 of ITT.

(c) Financial Proposals of qualified Tenderers shall have no material deviation or reservation which includes exceptions, exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price. The reasonable price will be the price based on rate analysis, comparison with rates for other similar works and evaluation of conditions of contract etc., as determined by BMRCL.

25.2 The evaluation of Financial Proposal by the Employer will take into account, in addition to the tender amounts, the following factors:

(a) Arithmetical errors corrected by the Employer.

(b) Pricing of Unqualified withdrawal of Conditions, Qualification, Deviation, etc.

(c) Such other factors of administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

25.3 Offers, deviations and other factors which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

25.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

25.6 Rates quoted by Tenderers must be found to be reasonable and acceptable.

26.0 CORRECTION OF ERRORS

26.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors, in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between quoted rate of percentage above/below/at par in figures and in words, the percentage above/below/at par in words will govern.

(b) Where there is a discrepancy between quoted rate of percentage above/below/at par and amounts derived, the quoted rate of percentage above/below/at par will govern.
If no percentage rate has been indicated for any particular schedule either in words or figures, the rate shall be considered at par and the amount shall be calculated accordingly.

26.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

F. AWARD OF CONTRACT

27.0 AWARD CRITERIA

Subject to Clause 25.0, the Employer will award the Contract to the Tenderer, who meet Eligibility and Qualification criteria and whose tender is substantially responsive, complete and in accordance with the tender documents, and whose Evaluated Price is determined to be the lowest.

28.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

Notwithstanding Clause 27.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for Employer's action.

29.0 NOTIFICATION OF AWARD

29.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'The Letter of Acceptance') shall name the sum which the Employer will pay to the Tenderer in consideration of the execution, completion, maintenance and guarantee of the works by the Tenderer as prescribed by the Contract (hereinafter and in the General conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. The Employer will inform all the Tenderers of the contract award decision including the summary of the reasons of the decision at the same time when sending out the Letter of Acceptance to the successful Tenderer. The unsuccessful Tenderers may request in writing to the Employer a debriefing seeking explanations on the grounds on which their tenders were not selected. The Employer shall respond, in writing, to any unsuccessful Tenderers after the notification of award, who requested a debriefing.

29.2 The Letter of Acceptance will constitute a part of the contract.

29.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer as per Clause 29.1 above, the employer will promptly discharge/return the Tender Securities and unopened Financial Proposals of the unsuccessful Tenderers.

30.0 SIGNING OF CONTRACT AGREEMENT

30.1 The Employer shall prepare the Contract Agreement in the form as prescribed in schedule 1 to the Special Conditions of Contract, with such notifications as may be necessary for duly incorporating all the terms of agreement between the two parties. Within 45 days but no sooner than 10 days from the date of issue of Letter of Acceptance the successful tenderer will be required to execute the Contract agreement. One copy of the Agreement duly signed by the Employer and the Tenderer through their authorized signatories will be supplied by the Employer to the Tenderer.

30.2 The successful tenderer shall submit the following documents within 30 days from the date of issue of the Letter of Acceptance:
(a) Performance Guarantee.
(b) Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarized by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with tender submittals. However, the Power of
Attorney provided by the tenderers from that countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a confirming Apostille Certificate.

(c) Detailed Joint Venture Agreement (dually signed and executed)

31.0 PERFORMANCE SECURITY

The successful Tenderer shall furnish to the Employer a performance security in accordance with sub clause 4.2.1 of the General Conditions of Contract within 30 days of receipt of Letter of Acceptance. The Form of Performance Security provided in Schedule-2 of Schedules to Special Conditions of Contract shall be used. Each member of the JV shall submit the performance security in proportion to their participation.

32.0 KEY DATES

Completion time for the various activities as well as for the contract as a whole and the Liquidated damages/Penalty for not achieving the prescribed targeted time of completion are given in the Attachment to Appendix FT-1.

33.0 SETTLEMENT OF DISPUTES OF THE TENDER PROCESS

Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

34.0 CONTACT PERSON IN BMRCL OFFICE

The contact person in BMRCL office, regarding this tender will be General Manager (Contracts) Telephone No. 080-22969300 and Fax No: 080-22969222, Email:- contracts@bmrc.co.in