

BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT

DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ESCALATORS FOR BANGALORE METRO RAIL PROJECT- PHASE- I

CONTRACT No: 5 ESCAL-DM

Summary of Tender Documents

PACKAGE – 1 QUALIFICATION PACKAGE

- Notice of Invitation to Tender
- Qualification Document

PACKAGE – 2 TECHNICAL PACKAGE

Volume 1

- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

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

Volume 3

- Employer's Requirements- General Specifications (including Appendices)

Volume 4

- Employer's Requirements- Particular Specifications (including Appendices)

Volume 5 **Reference Document**

- Safety, Health and Environmental Manual (SHEM)

PACKAGE – 3 FINANCIAL PACKAGE

- Pricing Document (Appendix FT-2 to Form of Tender)

BANGALORE METRO RAIL CORPORATION LIMITED**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF ESCALATORS FOR
BANGALORE METRO RAIL PROJECT- PHASE - I****CONTRACT No: 5 ESCAL- DM****VOLUME 1****INSTRUCTIONS TO TENDERERS****TABLE OF CONTENTS**

A.	General.....	3
A1.	General Description of the Project	3
A1.1	General Description of the Work	3
A2.	Source of Funds	5
A3.	Eligible Tenderers.....	5
A4.	Eligible Source Countries for Materials, Plants and Services.	5
A5	Qualification of the Tenderer	5
A6	One Tender per Tenderer	7
A7	Cost of Tendering	7
A8	Site Visits	7
B.	Tender Documents	8
B1	Contents of Tender Documents	8
B2	Clarification of Tender Documents	9
B3.	Amendment of Tender Documents	9
C.	Preparation of Tenders.....	10
C1	Language.....	10
C2.	Documents Comprising the Tender.....	10
C3	Form of Tender	17
C4.	Sub-Contracts.....	17
C5.	Pricing Document	18
C6.	Currencies of Tender and Payment	18
C7	Tender Validity.....	18

C8.	Tender Guarantee	19
C9.	Guarantees and Warranties	19
C10.	Other Contractors	20
C11.	Insurance	21
C12.	Tender Index	21
C13	Pre-Bid Meeting.....	21
C14	Format and Signing of Tender.....	21
C15	Tender	22
C16	NOT USED.....	22
D.	Submission of Tenders.....	22
D1	Sealing and Marking of Tender	22
D2	Late or Delayed Tenders	23
D3	Modification, Substitution and Withdrawal of Tenders	23
E.	Tender Opening and Evaluation.....	24
E1	Tender Opening.....	24
E2.	Confidentiality of Tender Information	25
E3	Clarification of Tenders.....	25
E4	Examination of Tenders and Determination of Responsiveness	26
E5	Financial Evaluation	27
E6	Correction of Errors	27
E7	Conversion to Single Currency for Comparison of Tenders.....	28
E8	Evaluation of Financial Package:	28
E9	Indigenisation/Transfer of Technology	29
F	Award of Contract.....	29
F1	Award.....	29
F2	Employer's Right to Accept any Tender and to Reject any or all Tenders.....	30
F3	Notification of Award.....	30
F4	Signing of Agreement.....	31
F5	Performance Security, Parent Company Guarantee and Warranties	31

INSTRUCTIONS TO TENDERERS (ITT)

A. General.

A1. General Description of the Project

A1.1 General Description of the Work

Bangalore Metro Rail Corporation Ltd (BMRCL) is the Special Purpose Vehicle (SPV) of the Government of Karnataka and Government of India implementing the Phase-I of the Bangalore Metro Rail Project. The Phase-I of the project comprises of two Corridors viz. East-West Corridor and North – South Corridor consisting of Elevated, At Grade and Underground sections with details (approx.) as under:

Section	East – West Corridor	North – South Corridor	Total
At Grade	0.35 Km	0.30 Km	0.65 Km
Elevated	12.87 Km	19.90 Km	32.77 Km
Underground	4.88 Km	4.00 Km	8.88 Km
Total	18.10 Km	24.20 Km	42.30 Km
No. of Stations			
At Grade	1	1	2
Elevated	11	20	31
Underground	4	3	7
Total number of stations			40

The two corridors cross at a common interchange station at Kempegowda (previously known as Majestic) which is a two level station. The train rakes interchange line between North-South and East-West corridors is located at Kempegowda (Majestic). The mode of traction power is 750V dc Third Rail. The track is of Standard Gauge (1435mm). On the East- West corridor, a maintenance depot along with full workshop facilities is located at Baiyappanhalli, adjacent to the Eastern Terminal Station. On the North- South Corridor, a depot is located at Peenya. An Integrated Operation Control Centre (OCC) for both the corridors is located at Baiyappanhalli Depot and a Back-up Control Centre (BCC) is located at Peenya Depot.

The East-West corridor and part of the North-South corridor is put into operational services and remaining part of the North-South corridor is in advanced stage of completion and shall be commissioned shortly.

The work of design, manufacture, supply, installation, testing and commissioning of 176 Escalators for the elevated section of Bangalore Metro Rail Project Phase-I has already been awarded and the work is progressing steadily. The escalators being procured

under this Contract are for both elevated and underground stations of Bangalore metro Rail Project Phase-I.

The Phase -I of the Project is financed through equity participation by the Government of India (GoI) and Government of Karnataka (GoK) and loan from internal / external financing agencies.

Further, tenders for the following Works are already awarded and some of the works are completed and the other in advanced stage of completion.

- a) Under ground Stations and Tunnels in N-S corridor – in progress.
- b) Under ground Stations and Tunnels in E-W corridor – completed.
- c) Construction of interchange station at Kempegowda (previously known as Majestic) – in progress.
- d) Construction of viaduct in Reach-1, Reach-2, Reach-3, 3A, 3B, Reach-4 and 4A-completed.
- e) Construction of elevated stations in Reach-1, Reach-2, Reach-3, 3A, 3B – completed.
- f) Construction of elevated stations in Reach-4 and 4A – in progress.
- g) Structural work at Baiyappanahalli and Peenya depot - completed.
- h) Track work – in progress.
- i) Passenger Rolling Stock.
- j) Power supply, Third rail traction & SCADA.
- k) Signalling/Train Control and communication Systems.
- l) Automatic Fare Collection System.
- m) Design, Supply, Installation, Testing and Commissioning of Elevators at stations.
- n) Design, Supply, Installation, Testing and Commissioning of Escalators at stations.
- o) Design, Supply, Installation, Testing and Commissioning of Tunnel Ventilation system for underground stations and associated tunnel sections of North-South and East-West corridor.
- p) Design, Supply, Installation, Testing and Commissioning of Environmental Control System (ECS) and Building Management System (BMS) for underground stations and associated tunnel sections of North-South and East-West corridor.
- q) Electrical and Mechanical (E&M) works including Hydraulic, Fire safety systems, UPS & DG sets for seven underground stations and associated tunnel sections of North-South and East-West corridor.
- r) Third Party Inspection Services (TPIS) for testing of Escalators (if appointed).

A1.2 The work in this Tender comprises design, manufacture, supply, installation, testing and commissioning of Escalators, supply of spares and tools and training of Operation and Maintenance personnel for both Elevated and underground stations.

A1.3 The Contractor shall be required to interface closely with Bruhat Bangalore Mahanagara Palike (BBMP), the Detailed Design Consultants for stations, Elevator contractor, Rolling Stock Contractor, Civil/Structural Contractors, Contractor for Station Electrical works and other System-wide Contractors.

A1.4 The BMRCL may wish to execute a Supplementary Annual maintenance contract for 3

years after the expiry of Defects Liability Period (DLP) of 2 years on the basis of rates offered by the Tenderer on the mutually agreed terms.

- A1.5 The Contractor shall establish facilities for transfer of technology either independently or with an Indian partner of proven track record in related areas for all imported systems or sub- systems. The transfer of technology shall cover the areas given in the Employer's Requirements.
- A1.6 The Contractor shall provide a Warranty to make available spares for the Escalators provided under the Contract for a period of 10 years from the date of issue of the Performance Certificate.
- A1.7 The Scope of Work for the Contractor is further described in the Employer's Requirements.

A2. Source of Funds

The Project will be financed partly through equity participation by the Government of India (GoI) and Government of Karnataka (GoK) and partly through loans from Japan International Co-operation Agency (JICA) and local Banks/Financial Institutions. This Tender for Design, Manufacture, Supply, Installation, Testing and Commissioning of Escalators is funded by contribution of the two Governments and not through JICA. It will be an international competitive bidding tender and will not require JICA concurrence at any time.

A3. Eligible Tenderers

The Tenders for this Contract will only be considered from those companies, corporation, partnerships, consortium and joint ventures who pass the Qualification criteria based on the information supplied in the Qualification Package with this Tender.

Any change to the composition of qualified consortium or joint venture, will normally not be permitted and such Tender will be rejected.

A4. Eligible Source Countries for Materials, Plants and Services.

There are no restrictions on the country of origin of Plant, Materials and services to be provided under the Contract but the Tenderer should try to provide as much as possible from Indian sources. However, all Plant, Materials and services shall be to the satisfaction of the Employer and the Engineer. All Plant, Materials and services included in the Tenderer's Proposals and incorporated into the Contract Document shall not, in any event, be construed as a submission to the Employer and the Engineer under the Contract. However, the Tenderer should note the requirements for transfer of technology.

A5 Qualification of the Tenderer

- A5.1 The Tenderers to qualify for award of Contract shall submit a written Power of Attorney (PoA) authorising the signatories of the tender to commit each member of the partnership, consortium or joint venture if the Tenderer comprises a partnership, consortium or joint venture.
- A5.2 Where the Tenderer comprises a partnership, consortium or joint venture, the Tenderer shall provide the following information and continue to meet the minimum threshold criteria for qualification:

- a. Memorandum of Understanding/Consortium/Joint Venture Agreement (to be duly registered in India by the successful Tenderer) shall be provided which shall comprise the same members as that of Memorandum of Understanding/Consortium/Joint Venture Agreement submitted with the Qualification Package.
 - b. Nomination of one of the members of the partnership, consortium or joint venture to be Leader; and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all members of consortium or joint venture.
 - c. Details of the intended percentage financial participation of each member shall be provided and reconfirmed and expanded with complete details of the proposed division of role and responsibilities and corporate relationships among the individual members.
 - d. The Leader shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all members of the joint venture/consortium.
 - e. All members of the joint venture/consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the Contract terms.
 - f. The Tender shall be signed so as to be legally binding on all members of the partnership, consortium or joint venture.
- A5.3 The Tenderer shall submit with his Tender full details of his ownership and control or, if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- A5.4 Indian Tenderers or Indian members of a partnership, joint venture or consortium shall furnish their Permanent Account Number (PAN) issued by Income Tax Authorities along with the Tender in both Technical & Financial Packages.
- Tenderers should note the requirements under the Karnataka Value added Tax Act 2003 along with the Karnataka Value Added Tax rules 2005 as amended up to date and that the successful Tenderer shall be required to submit a valid Certificate of Registration under the Act, if the Contract is awarded to him.
- A5.5 Each Tenderer (each member in the case of a partnership, joint venture or consortium) or any associate is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item of work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant and declare any Contract if already awarded to the Tenderer to be null and void. Specific declaration to this effect exactly as per Appendix FT-12 to Form of Tender shall be submitted with the Technical Package.
- A5.6 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a tender will be an offence under laws of India. Such action will result in the rejection of the tender, in addition to other punitive measures.

A5.7 The Applicant (including all members of a joint venture) shall not be one of the following:

- (i) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project;
- (ii) Any association/affiliates (inclusive of parent firm) or an organization mentioned in sub-paragraph (i) above.
- (iii) A firm or an organization who lends or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

A5.8 The employer requires that the Bidders/ Contractors, under this contract, observe highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer-

- (a) defines, for the purpose of these provisions, the terms set forth below as follow:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practices" means misrepresentation of facts in order to influence a procurement process or the execution of a contract detrimental to the interests of and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition.
- (b) will reject the Tender for the Work or rescind the Contract, if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if at any time it is determined that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

A6 One Tender per Tenderer

Each Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of a consortium. If a Tenderer submits or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one tender, such tenders will be disqualified.

A7 Cost of Tendering

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

A8 Site Visits

A8.1 The Tenderer is advised to visit and examine the Site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary

for preparing the Tender and entering into a contract for the proposed Works. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the site of Works and is aware of the site conditions prior to the submission of Tender Documents. Certificate confirming visit to site shall be furnished with the Technical Package in the form as per Appendix FT-13 to Form of Tender.

- A8.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer/ Engineer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A8.3 The Tenderer shall take note of Sub - Clauses 4.9 & 4.10 of General Conditions of Contract (GCC) in which it is deemed that the Tenderer has taken into account all the factors that may affect his tender in preparing his offer.
- A8.4 Most of the station buildings are constructed. A statement showing the shaft size and Pit size is attached at Annexure ITT-3. The Tenderer may note that the Escalators shall be manufactured and commissioned to suit the existing shafts at various stations and price it accordingly.

B. Tender Documents

B1 Contents of Tender Documents

- B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for design, manufacture, supply, installation, testing and commissioning of Escalators in connection with Contract No.5 ESCAL-DM of the Bangalore Metro Rail Project Phase- I and as more particularly described in these documents.

PACKAGE – 1 QUALIFICATION PACKAGE

- Notice of Invitation to Tender
- Qualification Document

PACKAGE – 2 TECHNICAL PACKAGE

Volume 1

- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

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

Volume 3

- Employer's Requirements- General Specifications (including Appendices)

Volume 4

- Employer's Requirements- Particular Specifications (including Appendices)

Volume 5 **Reference Document**

Safety, Health and Environmental Manual (SHEM)

PACKAGE – 3 FINANCIAL PACKAGE

Pricing Document (Appendix FT-2 to Form of Tender)

- B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender Documents will be at Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender Documents will be rejected.
- B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Clarification of Tender Documents

- B2.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and in the event of discovery of any discrepancy, the Tenderer shall inform The Managing Director, BMRCL forthwith for clarification.
- B2.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements and Tender Drawings, the Tenderer shall seek clarification from The Managing Director, BMRCL, not later than the date indicated in **Appendix FT-1 to the Form of Tender**. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers without disclosing the identity of Tenderer seeking clarification. All communications between the Tenderer and The Managing Director, BMRCL shall be done in writing. Tenderers are advised to use the format attached as Annexure ITT-2 while seeking clarifications.
- B2.3 Except for any such written clarification by the Managing Director, BMRCL which is expressly stated to be by way of an addendum to the documents referred to in paragraph B1.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind the Employer or the Engineer under the Contract.

B3. Amendment of Tender Documents

- B3.1 Tenderers are advised that further instructions to Tenderers and addenda to the Tender Documents may be issued during the tender period. Without prejudice to the general order of precedence prescribed by clause 2 of Special Conditions of Contract, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. Tenderers shall confirm receipt of such documents and list them in the Tender Submittal.
- B3.2 The Tenderer should note that there might be aspects of his Tender and/or the documents submitted with the Tender that will necessitate discussion and clarification.

It is intended that any aspect of the said documents and any amendments or clarification which may have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared on behalf of the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.1.1 to C2.1.3 below, and whether as supplements to, or amended versions of such documents.

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

- B3.3 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by amendment. The date for collection by the Tenderer of the amendment will be notified in writing by FAX, or by cable to all prospective Tenderers who have received the Tender Documents and shall be binding on them.

C. Preparation of Tenders

C1 Language

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

C2. Documents Comprising the Tender

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

- “Contract No.5 ESCAL-DM: Original of the Tender Guarantee”
- “Contract No. 5 ESCAL-DM: Qualification Package”
- “Contract No. 5 ESCAL-DM: Technical Package”
- “Contract No. 5 ESCAL-DM: Financial Package”

These shall be addressed to The Managing Director, Bangalore Metro Rail Corporation Ltd; at the address given in Appendix FT-1 to the Form of Tender. The Tenderer shall ensure that a receipt is obtained for the submission of his tender, such receipt being issued free of charge by the BMRCL.

The Tenderer shall prepare and complete “Qualification Package” in accordance with the instructions and requirements described in the Qualification document contained in Package 1 of the Tender document. **One set of Package 1 documents duly signed and untampered shall form part of the Qualification Package.**

C2.1.1 The Tenderer shall submit the following documents duly completed with the Technical Package of his Tender submission, which in the event of acceptance of tender shall form part of the Contract:

- (a) Form of Tender (with Power of Attorneys but without appendices)
- (b) Appendix FT-1 to the Form of Tender;
- (c) Appendix FT-2 to the Form of Tender with Prices left blank.
- (d) Appendix FT-3 to the Form of Tender: Outline Quality Plan.
- (e) Appendix FT-4 to the Form of Tender: Outline Safety Plan.
- (f) Appendix FT-5 to the Form of Tender: Outline Environmental Plan.
- (g) Appendix FT-6 to the Form of Tender: Tenderer's Technical Proposals.
- (h) Appendix FT-7 to the Form of Tender: Proposed Works Programme and proposed Design Submission Programme;
- (i) Appendix FT-8 to the Form of Tender: Evidence of Professional Indemnity Insurance;
- (j) Appendix FT-9 to the Form of Tender: Staffing Schedule and Organization Chart;
- (k) Appendix FT-10 to the Form of Tender: Letter of Undertaking on Copyright and Confidentiality of Information (see paragraph E2 below);
- (l) Appendix FT-11 to the Form of Tender: Proposal for Sub-contracted Works.
- (m) Appendix FT-12 to the Form of Tender: Form of Declaration for Non engagement of any agent, middleman or intermediary.
- (n) Appendix FT-13 to the Form of Tender: Certificate confirming site visit
- (o) Appendix FT-14 to the Form of Tender: Certificate confirming Receipt of all Tender addenda.
- (p) Appendix FT-15 to the Form of Tender: Tender Index;
- (q) Appendix FT-16 to the Form of Tender: Statement of Deviations.
- (r) Appendix FT-17 to the Form of Tender: Structure of the Tenderer.
- (s) Appendix FT-18 to the Form of Tender: Form of certificate confirming submission of all documents of Financial package in the Technical package with prices left blank.
- (t) PAN details (see paragraph A5.4 above);
- (u) Certificate from the Tenderer that all the contents of the Tender Documents have been carefully examined by the Tenderer and all the pages of Tenderer's proposal have been signed and stamped;
- (v) One set of complete Tender Documents (including all Addenda) untampered,

signed and stamped on right hand bottom corner of each page, except Qualification document which shall be included in the qualification package (see paragraph C 2.1 above).

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

Appendix FT- 2 to the Form of Tender (Preamble, Tender total and activity Statement No. 1 to 13 including recommended spare parts, annual maintenance charge, price for unqualified withdrawal of conditions/qualifications and deviations etc. technical alternatives);

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

C2.1.3 The Tenderer shall submit with his technical package of his Tender the documents that are identified below. These documents will be used for the purpose of evaluating and analysing the tender but will not form part of the Contract, unless the same shall have been expressly incorporated into the Contract.

(a) Proposed Manufacture, Testing and Commissioning Methods

The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to manufacture, supply, install, test and commission the Escalator systems.

Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others that the Tenderer has in such matters. Details shall also be given of the locations and arrangements in India for manufacture, installation; testing and commissioning methods; and testing of the sub-systems involved along with facilities available and proposed to be set up and any understanding from others which the Tenderer has in such matters.

The equipment and facilities available off-shore and / or in India, in relation to design, manufacture, testing etc. will be analysed during technical evaluation. Tenderer shall therefore provide sufficient details to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the works.

(b) Documents amplifying the Tenderer's Technical proposal.

(c) Details of providers of Guarantees and Warranties (see para C9 below).

The Tenderer shall submit full details of the identity of the proposed parties who would respectively provide or issue the Performance Security.

If the Tenderer comprises a partnership, consortium or joint venture, parent company of each member or participant will be required to execute the Undertakings and Guarantees.

(d) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract.

C2.1.4. Should any further document be required, the Tenderer will be instructed by the Employer.

C2.1.5 Technical Alternatives.

Tenderers wishing to offer Technical Alternatives to the requirements of the Employer's Requirements must first submit a compliant Technical Proposal.

The Tenderer may propose technical alternative with cost, operation and maintenance advantages provided that the technical alternatives do not degrade the overall performance requirements in the Employer's Requirements. The Technical alternatives shall be submitted in Part – B of Appendix FT-6 to Form of Tender and shall contain:

- (a) Full description of each technical alternative; and
- (b) Changes or deviations to the Employer's Requirements, programme schedule and Drawings.

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

C2.2 NOT USED

C2.3 Tender Prices

C2.3.1 Tender prices will be given in Appendix FT-2 to the Form of Tender. Tenderers shall quote for the entire work on a "single responsibility" basis such that the total tender price covers all Contractor's obligations mentioned in or to be reasonably inferred from the Tender Documents in respect of the design, manufacture, including procurement and subcontracting (if any), supply, installation, completion of the whole of Works. This includes all requirements under the Contractor's responsibilities for testing and commissioning of the works including integrated testing and commissioning, acquisition of all permits, approvals and tender licenses, etc; the operation, maintenance and training services and such other items and services as are specified in the tender documents. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

C2.3.2 Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the tender documents. If a Tenderer wishes to make deviations or wants to put conditions, qualifications, etc., such deviations, conditions, qualifications etc. shall be listed in statement of deviation, (A, B & C of Appendix FT-16 to Form of Tender) and the Tenderer shall also provide the additional price, if any, for the unconditional withdrawal of the deviations, qualifications, conditions etc; in activity statement No.10 of Appendix FT-2 to Form of Tender. This increase/decrease of price for the unconditional withdrawal has to be given separately for each deviation, qualification, condition, etc;. Any deviation / qualification / condition that is not priced for unconditional withdrawal shall be treated as NULL and VOID and will be considered

unconditionally withdrawn.

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

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

- Activity Statement No.1 Design of Escalators.
- Activity Statement No.2 Manufacture and Supply of Escalators (including Mandatory & DLP Spare Parts and Tools) Port Handling, Port Clearance, Custom duties, Taxes and all other Levies, Marine/Local Transportation, all Insurances and other Incidental Services etc;
- Activity Statement No.3 NOT USED
- Activity Statement No.4 Installation Services, Testing, Commissioning including Integrated Testing and Commissioning.
- Activity Statement No.5 Maintenance of Escalators during Defect Liability Period of two years.
- Activity Statement No.6A O&M Documentation and all other obligations as per Tender Documents.
- Activity Statement No.6B Training of Employer's Staff.
- Activity Statement No.7 Section Summary of Statements 1 to 5.
- Activity Statement No.8 Summary (Activity Statements No. 6A, 6B, and 7).
- Activity Statement No.9A Recommended Spare Parts for 3 years beyond Defect Liability Period with a unit price for each spare part including escalation clause, if any.
- Activity Statement No.9B Prices for Annual Maintenance Charges for 3 years beyond Defect Liability Period.
- Activity Statement No.10 Prices for the unconditional withdrawal of deviations, conditions, qualifications, etc. separately for each deviation, condition, qualification etc; (Refer Clause C 2.3.2 of ITT).
- Activity Statement No. 11 Prices for Technical Alternatives.
- Activity Statement No. 12 Supply and installation of Isolator panel, cable tray/trucking and supply & laying of cables.
- Activity Statement No. 13 List of recommended spares for 10 years.

(Spare should be made available to BMRCL for atleast 10 years from the date of commissioning)

The formats of these activity statements are contained in Appendix FT-2 to the Form of Tender.

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

- (a) Price for Design of Escalators shall be quoted in activity Statement No. 1.
- (b) Plant and equipment to be manufactured and supplied including mandatory and DLP spares and tools shall be quoted including Port Handling & Port Clearance (as applicable), Custom Duties, Taxes, Duties and all other Levies, Marine/Local Transportation, all insurances and other Incidental Services etc; shall be quoted in activity Statement No. 2.
- (c) Installation Services shall be quoted separately in activity Statement No.4 and shall include prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, and all obligations.
- (d) In activity Statement No.5 the Tenderers shall include the price for maintenance of escalators during Defect Liability Period.
- (e) Tenderers shall include O & M documentation and all other obligations as per tender documents in activity Statement No. 6A.
- (f) Tenderers shall include Training of employer's staff in activity statement No.6B.
- (g) Recommended spare parts for the next 3 years for AMC beyond DLP shall be quoted separately (Statement No. 9A) as specified in either sub-paragraph (a) or (b) above. Prices for Annual Maintenance Charges for 3 years beyond Defect Liability Period shall be quoted in activity Statement No. 9B.

C2.3.5 Tender Currencies

The Tenderer shall quote the fixed price on turnkey basis. Prices may be quoted in Indian Rupees, U.S. Dollars, Euros or Japanese Yen or any combination of these currencies. The foreign currency column in the various activity statements of pricing document may be suitably altered to accommodate more than one foreign currency if required

C2.3.6 The terms ExW, CIF, shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, 38 Cours Albert 1^{er}, 75008, Paris, France.

C2.3.7 Prices quoted by the Tenderer shall be 'Fixed' throughout the Tenderer's performance of the Contract and not subject to variation on any account.

C2.3.8 a. For this Works Contract the contract consideration/price shall be lump sum price inclusive of all applicable taxes, levies, duties, cess and any other charges leviable and payable to the authorities **except Entry Tax**. Entry Tax will be reimbursed to the Contractor at actuals on submission of proof of payment made to the concerned authorities. The Contractor shall be solely responsible for payment of all applicable Custom duties, custom clearances, port handling charges etc; of all the imports required for successful execution of the Contract. The Tenderer shall be required to give in its Tender offer breakdown of his lumpsum price as in Appendix A to Tender Total.

b. At present there is 'No' waiver or exemption from the Governments for Custom Duty, Excise Duty, Taxes, Royalties, Duties, Cess, Entry Tax and levies payable to various authorities. Should there be a partial or complete waiver or exemption for

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

- c. Bangalore Metro Rail Project is eligible for the concessional rate of custom duty under Chapter 98.01 of Custom Tariff Act for Project Imports. However, the Tenderers shall take into consideration the normal Custom Duty applicable for quoting the Price. After award of Contract, the Contractor shall register the project under Project Import with the Custom Authorities. BMRCL will facilitate the Contractor for obtaining sponsoring/recommendation letter from the Ministry of Urban Development (MoUD) or from the Government of Karnataka as the case may be for getting the project registered with the Custom Department for availing Project Import benefits. The concessional Custom Benefit shall be passed on to the Employer on clearing the imports and shall reduce the same in the Interim Payment Applications (IPA) and also furnish the relevant copy of the Bill of Entry. If after import, the Concessional Custom Duty benefit is not passed on to the Employer, the same shall be deducted from the payment due to the contractor.
- d. Income Tax will be deducted from the total contract price (Local as well as foreign currencies) both on supply and services as per the extant tax laws. However, the successful tenderer can obtain certificate from the concerned Income Tax authorities for lower deduction of Tax at source and accordingly Tax will be deducted by BMRCL from the payments made as per the certificate from the Tax authorities during their validity/applicability.
- e. The successful Tenderer/Contractor shall maintain complete records in respect of payments made by them for Duties, Taxes, Cess, Octroi/Entry tax and other levies, etc; payable to various authorities in relation to the Works Contract and submit the receipts/ records for verification as and when demanded in writing by the Employer/Engineer.
- f. The Tenderers shall also give break up of fixed price clearly giving the Customs Duty, Excise Duty, Sales Tax/VAT/CST, Works Contract Tax (WCT), Octroi/Entry Tax and other Tax, Levy, Cess etc., along with applicable rate in the form attached as Appendix A- Total of Appendix FT-2 to Form of Tender.

C2.3.9 NOT USED

C2.3.10 Unless stated otherwise in the tender documents, the contract shall be for the whole of the Works as described in the tender documents, based on the prices in the Pricing Document submitted by the Tenderer.

- C2.3.11 The Tenderer shall fill in rates and prices for all items of the works described in the Form of Tender. Items against which no rates or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the rates for other items and prices in the Form of Tender.
- C2.3.12 Income Tax will be deducted from total contract price (Local as well as foreign currencies) both on supply and services as per the extant tax laws. However, the successful tenderer can obtain certificate from the concerned Income Tax authorities for lower deduction of Tax at source and accordingly Tax will be deducted by BMRCL from the payments made as per the certificate from the Tax authorities during their validity/applicability.
- C2.3.13 In exceptional circumstances, when it is proved beyond reasonable doubts that the Contractor is not able to procure any equipment / material either locally or by import, as per the specification given in the contract documents, the Employer may permit use of equipment/ material to other design specification provided that the Contractor is able to establish that performance of the system shall not get affected in any way. Benefit, if any, accruing due to this change shall be passed on to the Employer.
- C2.3.14 Contractor should give cost of probable spare parts for three years required beyond DLP in activity Statement No.9A and prices for Annual Maintenance Charges for 3 years beyond Defect Liability Period in activity Statement No.9B. It may be noted that in the event of award of AMC, all major and minor parts even those which are not indicated in spare parts lists (i.e. activity Statement No. 9A) but required for maintenance during AMC, will be deemed to be covered in AMC costs. The maximum cost to BMRCL in terms of cost of spare parts and maintenance services will thus get frozen and should not exceed the total cost quoted by the tenderer in activity Statements 9A and 9B.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture, the Form of Tender shall be signed by a duly authorised representative of each member or participant thereof. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached as per clause A5.1 of ITT.

C4. Sub-Contracts

- C4.1 For sub-contracting, Clause 4.5 of GCC and Clause 6 of SCC shall apply.
- C4.2 The Contractor shall not sub-contract the whole of the Works.
- C4.3 The Contractor shall provide name(s) of proposed sub-contractors for major activities in their technical proposal and shall also provide adequate information in his Tender about the sub-contractor or vendor to assess the capability and suitability of the proposed sub-contractor/vendor, as also the technical suitability of the sub-system/system including proven performance and feasibility of its maintenance in India.
- The Employer reserves the right to screen the list and to require the Contractors to remove the names of sub-contractors/vendors from the list, without protest by the

Tenderer. The selection of the sub-contractor /vendor from the names remaining after screening shall be done by the Tenderer subject to the requirements of Clause 6 of the SCC.

In respect of subsystems, items, specialised works etc. not specifically listed in the technical proposal, it shall be obligatory for the Contractor to obtain the Notice of No Objection from the "Engineer" to the identity of the sub-contractor(s)/vendor(s) in respect of each item with cost exceeding **INR 2,000,000 (Two million)**. (The cost for this purpose will be evaluated by considering the total quantity required for the complete contract).

C4.4 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the rates and prices quoted by the Tenderer.

C5. Pricing Document

C5.1 The Pricing document is included in Appendix FT-2 to these Instructions to Tenderers. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Appendix FT-2 to the Form of Tender. The completed Pricing Document shall be submitted in the Financial Package (Package 3).

C5.2 The Tenderer shall note the Key Dates for the works as specified in the Attachment to Appendix FT-1 to Form of Tender.

C6. Currencies of Tender and Payment

C6.1 The Tenderer may give his priced offer in Indian Rupees, and/or in US Dollars, Euros and Japanese Yen. Attention of Tenderers is invited to Clause 22 of the Special Conditions of Contract.

C6.2 Interim payments in relation to each Section will be certified and paid, in accordance with the provisions of Clause 22 of the Special Conditions of Contract in the currencies shown against the relevant Pricing items in the Pricing Document.

C6.3 For the purpose of comparative evaluation of the offers, all tender prices will be converted to Indian Rupees by using the TT selling rate of exchange for those currencies at the close of business of the State Bank of India (SBI) on the last working day twenty eight (28) days before the latest date for submission of Tenders. If 28 days before the 'date for Tender submission' happens to be a holiday then the TT selling Rate of exchange at the close of business of the State Bank of India (SBI) on the next working day will be considered for conversion of Foreign currency to Indian Rupees (INR).

C7 Tender Validity

The Tender shall be valid for a period as specified in Appendix FT-1 to Form of Tender. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile or E-mail. A Tenderer may refuse the request without forfeiting his Tender Guarantee. A Tenderer agreeing to the request will not be required or permitted to

modify his Tender, but will be required to extend the validity of his Tender Guarantee for the period of the extension. Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the Tender at a later date will be entertained.

C8. Tender Guarantee

C8.1 The Tenderer shall submit with his Tender a Tender Guarantee for a sum as specified in Appendix FT-1 to Form of Tender in the form of a Bank Guarantee issued from an Indian Schedule Bank (excluding Co-operative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule **drawn on and payable at a designated branch in Bangalore** in the format given in Annexure ITT-1 to Instruction to the Tenderers. The Tender Guarantee shall remain valid for a period as specified in Appendix FT-1 to Form of Tender. The validity of Tender Guarantee shall be extended by the firm suitably in line with extension of Tender validity as per clause C7 of ITT.

The Tender Guarantee of a joint venture/consortium/group must be in the name of the joint venture/consortium submitting the Tender.

C8.2 Any Tender not accompanied by an acceptable Tender Guarantee shall be summarily rejected by the Employer as non-responsive.

C8.3 The Tender Guarantee of the successful Tenderer shall be returned on receipt of the Performance Security by the Employer and upon signing of the Contract Agreement in accordance with Sub-Clause 4.2 of the GCC.

C8.4 The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract Agreement has been signed with the successful Tenderer.

C8.5 The Tender Guarantee shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E6 below; or
- (c) If the successful Tenderer refuses or neglects to execute the Contract(s) or fails to furnish the required Performance Security within the time specified by the Employer; or
- (d) If the Tenderer fails to unconditionally withdraw any deviations, conditions, qualifications etc., at the price indicated by the firm in pursuance of Clause C.2.3.2 of ITT.

C9. Guarantees and Warranties

C9.1 The Tenderer shall submit full details of the identity of the proposed parties who would respectively provide or issue:

- (a) the Performance Security in accordance with Sub-Clause 4.2 of the GCC;
- (b) Parent Company Undertakings in accordance with Sub-Clause 4.2 of the GCC;
- (c) Parent Company Guarantees in accordance with Sub-Clause 4.2 of the GCC;

- C9.2 The Contractor shall submit warranties in accordance with Sub-clause 4.2, 5.1 and 5.2 of GCC.
- C9.3 If the Tenderer comprises a partnership, consortium or joint venture, parent company of each member or participant will be required to execute the Undertakings and Guarantees referred to in sub-paragraphs C9.1 (b) & (c) above.
- C9.4 Format of the above documents are given in the Schedules to the Special Conditions of Contract.

C10. Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to

- a) Design and Construction Contract of Underground Stations and Tunnels in North-South corridor.
- b) Construction of interchange station at Kempegowda (previously known as Majestic).
- c) Design, Manufacture, Supply, Testing, Commissioning of Passenger Rolling Stock (Electric Multiple Units) and Training of Personnel for Bangalore Metro Rail Project.
- d) Design, manufacture, supply, installation, testing and commissioning of Signalling/ Train control and Communication systems
- e) Design, Manufacture, Supply, Installation, Testing and Commissioning of Automatic Fare Collection System.
- f) Detailed Design, Consultancy Services for Power Supply and 750V DC Third Rail Traction Electrification and SCADA System.
- g) Supply, Erection, Testing and commissioning of power supply receiving/distribution system, 750 V DC third rail Traction electrification and SCADA. .
- h) Supply, installation, Testing and commissioning of Track work and installation of Third Rail System.
- i) Design, Manufacture, Supply, Installation, Testing and Commissioning of Tunnel Ventilation System and TVS-SCADA for Underground Stations.
- j) Design, Manufacture, Supply, Installation, Testing and Commissioning of Environmental Control System (ECS) and Building Management System (BMS) for Underground Stations.
- k) Electrical and Mechanical (E&M) works including Hydraulic, Fire Safety systems, UPS & DG sets for Six Underground Stations and Associated Tunnel Sections of North-South and East-West Corridors.
- l) Construction of Viaduct & elevated Stations R-4 and R-4A.
- m) Design, Supply, Installation, Testing and Commissioning of Elevators.
- n) Design, Supply, Installation, Testing and Commissioning of Escalators

(Contract No. 2 ESCAL-DM)

- o) Detailed Design Contracts for aforesaid works.
- p) Third Party Inspection Services (TPIS) for testing of Escalators (if appointed).

C11. Insurance

C11.1 The Tenderer's attention is drawn to the provisions contained in Clause 15 of the GCC and Clause 24 of SCC.

C12. Tender Index

The Tenderer shall include with his Tender a Tender Index. The Tender Index should indicate where within the Qualification Package, Technical Package as well as Financial Package, the Tenderer has included his responses/comments to the Tender requirements and conditions elaborated in these Tender documents.

C13 Pre-Bid Meeting

C13.1 The Tenderer or his official representative will be invited to attend a pre-bid meeting, which will be held at the place, date and time indicated in Appendix FT-1 to the Form of Tender.

C13.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the tenderers to submit tenders without conditions/qualifications.

C13.3 The Tenderer is requested to submit any questions in writing or by facsimile as per the format attached as Annexure ITT-2, to reach the Employer by the date as specified in Appendix FT-1 to the Form of Tender.

C13.4 The text of the questions raised and the responses given will be transmitted without delay to all purchasers of the Tender documents. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B3 and not through the minutes of the pre-bid meeting.

C13.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

C14 Format and Signing of Tender

C14.1 The Tenderer shall prepare and submit one original and two copies of the documents comprising the tender, as described in paragraph C2 of the Instructions to Tenderers clearly marked "ORIGINAL", "COPY 1" and "COPY 2". In the event of discrepancy between them, the original shall prevail.

C14.2 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original, and all the pages of copies shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs A5.1 or A5.2, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

C14.3 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

C15 Tender

The Tender shall be for 29 Escalators systems, sub-systems etc; fully compliant with Employer’s Requirements, for Elevated and Underground stations as described in preamble of Appendix FT-2 to Form of Tender.

C16 NOT USED

D. Submission of Tenders

D1 Sealing and Marking of Tender

D1.1 The Tenderer shall submit the Tender Guarantee in a separate envelope. The Tenderer shall seal the Original and each copy of the Qualification Package in separate envelopes, duly marking the envelopes as "Original", "Copy 1" and "Copy 2". Likewise, the Tenderer shall seal the Original and each copy of the Technical Package and the Financial Package in separate envelopes duly marking the envelopes as "Original", "Copy 1" and "Copy 2". The envelopes of all the Qualification Packages shall then be sealed in an outer envelope and marked as "Qualification Package". Likewise the envelopes of all Technical Packages and Financial Packages shall be sealed in separate outer envelopes and marked as "Technical Package" and "Financial Package". All these four envelopes (Tender Guarantee, Qualification Package, Technical Package and Financial Package) shall be sealed in one outer envelope, thus there will be a total of fourteen envelopes.

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

To,
The Managing Director,
Bangalore Metro Rail Corporation Limited,
III Floor, BMTC Complex,
K.H Road, Shanthinagar,
Bangalore-560 027
Karnataka state, India

(a) Bear the following identification for Tender Guarantee:
TENDER GUARANTEE
Contract Reference No. 5 ESCAL-DM
DO NOT OPEN BEFORE.....hrs. on
Name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late pursuant to paragraph, D2.

(b) Bear the following identification for Qualification Package:
QUALIFICATION PACKAGE,

Contract Reference No. 5 ESCAL-DM

DO NOT OPEN BEFORE.....hrs....on.....

Name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late pursuant to paragraph, D2 or tender guarantee is found to be unacceptable/fraudulent.

- (c) Bear the following identification for Technical Package:

TECHNICAL PACKAGE

Contract Reference No. 5 ESCAL-DM

DO NOT OPEN.

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

- (d) Bear the following identification for Financial Package:

FINANCIAL PACKAGE

Contract Reference No. 5 ESCAL-DM

DO NOT OPEN.

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

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

D2 Late or Delayed Tenders

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

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

D3 Modification, Substitution and Withdrawal of Tenders

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

- D3.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of paragraph D1, with the outer and inner envelopes additionally marked "WITHDRAWAL" or "SUBSTITUTION" or "MODIFICATION" , as appropriate.

- D3.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.
- D3.4 Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in Appendix FT-1 to the Form of Tender shall result in the forfeiture of the Tender Guarantee.

E. Tender Opening and Evaluation

E1 Tender Opening

- E1.1 The Tender bids will be opened in public, including modification, substitution and withdrawal made pursuant to sub-paragraph D 3.2, at the time and date as specified in Appendix FT-1 to Form of Tender in the office of BMRCL, BMTC Complex, Shanthinagar, Bangalore in the presence of Tenderer's designated representatives who choose to attend. The Tenderer's designated representatives who are present to witness the Tender opening shall sign a register evidencing their attendance.

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

Similar procedure is followed for "SUBSTITUTION" and "MODIFICATION" Tender in the same order.

Subsequently, envelopes containing the Tender Guarantee followed by Qualification Package of the Tender will be opened. The Tenderer's name, the presence (or absence) of the Tender Guarantee in acceptable form, and any other details as the employer may consider appropriate will be announced and recorded by drawing minutes by the Employer at the opening. Tenderers should ensure that the **Tender Guarantee envelope is available separately** and NOT kept in Qualification Package / Technical Package / Financial Package. **If Tender Guarantee is kept in Qualification/Technical/Financial Package, the Tender will be summarily rejected.** The Tenderer's designated representatives who choose to attend will be required to sign the minutes recorded during the bid opening. The omission of Bidder's signature on the minutes shall not invalidate the content and effect of the record.

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

The Tenderer is advised that Technical Package will be opened and evaluated of only those Tenderers, who pass in Qualification as per Qualification document. The Tenders of those Tenderers not passed in Qualification will be rejected and corresponding Technical and Financial package will be **returned Unopened**.

The Tenderer is advised that the Employer's policy in respect of comparison of Tenders is that the Technical Packages will be opened and reviewed to determine their acceptability and responsiveness to the Employer's Requirements and Tender Drawings (if any). Unacceptable and unresponsive Tenders will be rejected and the corresponding Financial Package will be returned unopened. The date, time and place

of opening of the Technical Package will be advised to the Tenderers who have been qualified so that they can be present at the stipulated time of opening of the Technical package. The designated representative who chooses to attend will be required to sign the minutes recorded during the opening of Technical Package.

- E1.2 The Tenderer shall note that Financial Package of Tender submissions of which Technical Package has satisfied the review in sub-paragraph E4 below will be opened with the Tender sum posted. The date, time, and place of opening will be advised to the Tenderers, whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package. The Tenderer's name, the Tender Prices and any other details as the Employer may consider appropriate, will be announced and recorded by drawing minutes by the Employer. The Tenderer's designated representatives DM who choose to attend will be required to sign the minutes recorded during the financial bid opening.
- E1.3 Tenders which are not accompanied by a valid Tender Guarantee, or are accompanied by an unacceptable or fraudulent Tender Guarantee shall be considered as non-compliant and rejected. Qualification, Technical and Financial Package of such Tenderers will not be opened at all.
- E1.4 All decisions whether a tender is Non- Responsive, unacceptable or whether a Guarantee is fraudulent or unacceptable or non-compliant will be that of the Employer.

E2. Confidentiality of Tender Information

The Tender Invitation Documents shall be those as listed in paragraph B1 above, and any addenda thereto, together with any further communications, issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. The tender drawings and documentation prepared by the Employer shall be used solely for the design of the works. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A letter of undertaking is attached in Form of Tender Appendix FT-10 and shall be completed by the Tenderer and returned in the Tender Technical Package. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of the Tenderer's offer.

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E6.

E4 Examination of Tenders and Determination of Responsiveness**E4.1 General Evaluation**

Prior to the detailed technical evaluation of tenders, the Employer will determine:

- (i) whether Tenderer has passed in "Qualification Criteria" or not
- (ii) whether the Tender is accompanied by the required Tender Guarantee or not
- (iii) whether the Tender has been properly signed or not
- (iv) Whether the Tender contain unauthorised changes to the Memorandum of Understanding submitted with Technical package from the Memorandum of Understanding submitted for Qualification or not

A 'NO' answer to any of the above items (i) to (iii) or 'YES' answer to (iv) will disqualify the tender/ Tenderer.

E4.2 Evaluation of Technical Package

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

E4.3 Determination of Responsiveness

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

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

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

E4.4 Evaluation of Qualifying conditions

Tenders that include qualifications which:

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

will be deemed non-conforming and shall be rejected.

E4.5 Tenders which are

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

will be deemed non- conforming and shall be rejected by the Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.6 The Employer will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those Tenders which are technically compliant and substantially responsive, in accordance with paragraph E4.2 to E4.5, will be evaluated. The Employer will also evaluate the technical suitability of the Alternatives.

If any change in the Employer's Requirements is considered necessary during technical evaluation, the Tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be compliant in accordance with paragraph E4.2 to E4.5, will be given an opportunity to revise their financial package.

E4.7 The Employer may waive any minor deviation, non conformity or irregularity in a tender that does not constitute a material deviation.

E4.8 Not Used.

E4.9 If any tender is rejected, pursuant to paragraph E4.5 above, the Financial Package of such Tenderer shall be returned unopened after the award of contract.

E5 Financial Evaluation

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

E6 Correction of Errors

E6.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Such errors will be corrected by the Employer. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The Tenderer should quote their rates in words as well as in figures and any cutting/overwriting in Tender Documents shall be initialled by the authorised representative of the Tenderer.

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

E6.3 The amount stated in the tender will be adjusted by the Employer in accordance with the above procedure given in E6.1 and E6.2 for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the

corrected amount of the tender, his tender will be rejected, and the Tender Guarantee may be forfeited.

- E6.4 If the same item of work/equipment is appearing in different sub-items of a statement of price/Bill or in different statement of price/Bills, the unit rate of the work/equipment shall be same at all places and if they are shown different at different places, the minimum of all the unit rates for the same item shall be considered as final unit price. The rates quoted by the Tenderer will be adjusted accordingly. If the Tenderer does not accept corrected amount, his tender will be rejected, and the tender Guarantee may be forfeited.

E7 Conversion to Single Currency for Comparison of Tenders

Tenders will be compared for Base Price in Indian Rupees only without considering, Duties, Taxes, Cess, Levies etc. This will be achieved by converting the Foreign Currency portion into Indian Rupees at the TT Selling Rate of Exchange at the close of business of the State Bank of India (SBI) on the last working day twenty eight (28) days before the latest date of Tender Submittal and then adding the same to the Indian Rupee portion of the Tender after deducting all taxes duties etc; as indicated in Appendix A-Base Tender Total of Appendix FT-2 to Form of Tender. If 28 days before the 'date for Tender submission' happens to be a holiday then the TT selling Rate of exchange at the close of business of the state Bank of India (SBI) on the next working day will be considered for conversion of Foreign currency to Indian Rupees (INR).

E8 Evaluation of Financial Package:

- E8.1 While evaluating the tenders, the Employer will determine the Evaluated Tender Price for each tender by adjusting the tender price as follows:

- a) Making any correction for errors pursuant to Clause E6.
- b) Making any appropriate adjustment for deviation with a view of bringing various bidder at par, i.e. in full compliance of tender conditions;
- c) Converting the amount resulting from applying a) and b) above to Indian Rupees in accordance with Clause E7.

- E8.2 In evaluating the tenders, the Employer will determine for each tender the Evaluated Tender Price by considering the base price without considering, Duties, Taxes, Cess, Levies etc; as follows:-

- (a) Design of Escalators.(Activity Statement 1)

PLUS

- (b) Manufacture and Supply of Escalators (including Mandatory & DLP Spare Parts and Tools) Port Handling, Port Clearance, Customs duties, Taxes, Duties and all other Levies, Marine/Local Transportation, all Insurance and other Incidental Services etc;; (Activity Statement 2)

PLUS

- (c) Cost of installations, testing and commissioning and other services required under the Contract (Activity Statements 4, 5, 6 A and 6 B)

PLUS

- (d) Cost of Supply and installation of Isolator panel, cable tray/trucking and supply & laying of cables. as given in (Activity Statement No. 12).

PLUS

- (e) Cost of spares and AMC cost for three years beyond DLP as given in (Activity Statement No. 9A and 9B).

PLUS

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

PLUS

- (g) Correction of errors pursuant to Clause E6 of ITT.

E8.3 If in the tender, which results in the lowest Evaluated Tender Price, the prices quoted by the firm are seriously unbalanced or front loaded, the Employer may require the Tenderer to produce detailed price analysis / justification for quoted prices, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

E8.4 The Employer reserves the right to accept or reject any deviation. Deviations and other factors that are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E 8.5 Technical alternatives will not be taken into account for the purpose of comparative evaluation and determination of inter-se position of tenders received. After the lowest evaluated tender is determined, the technically responsive alternative, if any, of the lowest evaluated Tenderer only will be considered.

E9 Indigenisation/Transfer of Technology

E9.1 The Tenderer will be required to make credible arrangements for ensuring availability of critical spares and technical support, during the defect liability period and also after the contract period during service life of the commissioned escalator systems. To ensure proper availability of technical support the Tenderer may be required to transfer technology in certain key areas to his local associates/contractors/ partners. For this purpose, International Applicants are encouraged to have Indian partners to have experience in requisite disciplines for the contract.

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the Lowest Evaluated Tender Price and whose offer is balanced in terms of paragraph E 8 provided that such Tenderer has been determined to be:

- (i) Eligible in accordance with the provisions of paragraph A3; and
 - (ii) Qualified in accordance with the provisions of paragraph A5.
- F1.2 The Employer may request the Tenderer to withdraw any of the conditions, qualifications, deviations, etc. at the price shown in Pricing Document in activity Statement No. 10 of Appendix FT-2. In case the Tenderer does not withdraw the conditions, qualifications, deviations, etc proposed by him, if any, at the cost stated in the tender his tender is likely to be rejected and the Tender Guarantee forfeited.
- F1.3 The Tenderer whose bid is determined to be the lowest evaluated Tender may be requested to amplify, explain or develop its Outline safety plan, Outline Environmental Plan and proposed works programme and design submission programme submitted with his Tender prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such plans and programmes.
- Further, the Tenderer may also be required to submit/amend the Monthly Payment Schedule so as to be consistent with the proposed work programme with the view to reaching provisional acceptance of amended version. If such provisional acceptance is notified, the Tenderer shall be required, prior to award, to submit such amended version as his proposed monthly payment conditional only upon acceptance of his Tender.

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

- F2.1 The Employer is not bound to accept the lowest or any tender and may at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action, by notice in writing to the Tenderers, terminate the tendering process.
- F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Guarantee, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to furnish the Performance Security or other specified documents or fails to execute the Contract Agreement.
- F2.3 The Employer reserves the right not to award the AMC for three years beyond DLP.

F3 Notification of Award

- F3.1 Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to paragraph C7, the Employer will notify the successful Tenderer by facsimile/e-mail confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the amount which the Employer will pay to the Contractor in consideration of the execution, completion, Testing (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed in the Contract. Date of issue of 'Notice to Proceed' shall be the Commencement Date of the Work.
- F3.2 In the event of award of the Contract, the following will be the sequence of events in the order given below:

- (i) Approval by Competent Authority;
 - (ii) Letter of Acceptance;
 - (iii) Signing of Contract;
 - (iv) Notice to Proceed.
- F3.3 Upon the successful Tenderer furnishing the Performance Security and signing the Contract Agreement, the Employer will notify each unsuccessful Tenderer and will discharge their Tender Guarantee.

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Schedule-1 to Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 45 days from the date of issue of the Letter of Acceptance.

F5 Performance Security, Parent Company Guarantee and Warranties

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for an amount as specified in Appendix FT-1 to Form of Tender in the form of a Bank guarantee issued from an Indian Schedule Bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule **drawn on and payable at a designated branch in Bangalore** in the types and proportions of currencies in which the Contract Price is payable.
- F5.2 Within 30 (Thirty) days of receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish to the Employer a Performance Security as per sub-clause F5.1 above.
- F5.3 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.4 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5.1 to F 5.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Guarantee.

