

INVITATION FOR TENDERS (IFT)

IFT No: BMRCL/O&M/BYPT/RS/MIS/MXMO/01/2017

Date: 20/03/2017

1. Bangalore Metro Rail Corporation Ltd. (BMRCL) invites tenders from eligible tenderers for the works detailed below:

Package No.	Name of the work	Cost of Tender Documents (INR)	Earnest Money Deposit (INR)	Period of completion of work
BMRCL/O&M/BYPT/RS/MIS/MXMO/01/2017	Customizations and Functional Enhancements to Rolling Stock Depot Maintenance Tool (IBM Maximo Asset Management 7.5 & IBM Maximo Asset Configuration Manager 7.5)	1,000.00	12,500.00	4 months

2. The Tenderers shall submit tenders for all of the works. The Tenderers are advised to note the qualification criteria specified in **Section 8** to qualify for award of the contract.
3. **Non transferable** Tender documents may be purchased from the office of Bangalore Metro Rail Corporation Ltd. on all working days from **21-03-2017 to 10-04 -2017** between **11:00 Hrs to 17:00 Hrs**, for a non-refundable fee of **Rs. 1,000.00/- (Rupees One Thousand only)** as indicated in the Table above, in the form of Demand Draft / Pay Order, issued in favor of **Bangalore Metro Rail Corporation Ltd.** from an Indian Scheduled Bank (excluding Cooperative Banks), payable at **Bangalore**. Interested Tenderers may obtain further information at the same address.
4. Tenders must be accompanied by Earnest Money Deposit specified in the tender document, drawn in favor of Bangalore Metro Rail Corporation Ltd. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **60 days** beyond the validity of the tender.
5. The Earnest Money Deposit is to be submitted as per Clause 14 of the 'INSTRUCTIONS TO TENDERERS'.
6. Tenders shall be submitted to the office of the Managing Director, C/o General Manager (Rolling Stock & Maintenance), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, S V Road, Baiyappanahalli, Bangalore – 560038 on or before **15:00 Hrs on 20-04-2017**, and will be opened on the same day at **15:30 Hrs**, in the presence of the Tenderers or their authorized representatives who wish to attend. In the event of the specified last date for the submission of Tenders being declared a holiday for BMRCL (BMRCL), the tenders will be received and opened on the next working day at the same time and venue.
7. Other details can be seen in the Tender documents.

8. Late Tenders, i.e., Tenders received after the stipulated time for submission, shall not be accepted under any circumstances. BMRCL takes no responsibility for delay, loss or non-receipt of bid document sent by post / courier /either way.
9. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders and shall be accompanied with an Earnest Money Deposit of the requisite amount in the form of Demand Draft /Pay Order / Banker's Cheque.
10. The Tenderer shall provide credentials in support of the qualifying criteria, technical capability, financial strength and past experience by furnishing supporting documents / client certificates / CA's audit reports / financial statements etc. as mentioned in Annexure-2 of Section 10 of Tender document.
11. BMRCL requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, BMRCL;
 - (a) Will reject the Tender for the Work or rescind the Contract, if BMRCL determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.
 - (b) Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
12. All Tenderers are hereby cautioned that Tenders containing any deviation from contractual terms and conditions, specifications and requirements, save as provided for in "the Instructions to Tenderers" and / or minor deviation shall include the cost for withdrawal of deviations without which the submission shall be considered as non-responsive and shall be liable for rejection.
13. BMRCL reserves the right to accept or reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

Sd/-

**The General Manager (Rolling Stock & Maintenance)
Bangalore Metro Rail Corporation Limited**

INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders from eligible tenderers for "**Customizations and Functional Enhancements to Rolling Stock Depot Maintenance Tool (IBM Maximo Asset Management 7.5 & IBM Maximo Asset Configuration Manager 7.5)**" (hereinafter referred to as "the works") as per terms and conditions contained in this Tender document. A detailed description of the work is given below.

1.1 Customize Maximo to automate the downtime reporting function for work orders.

The default Maximo functionality requires users to manually report downtime for work orders using the 'Report Downtime' function in the 'Select Action' menu of the 'Work Order Tracking' application.

Users also have to enter the 'Downtime Code' applicable to the work orders and account for any overlapping of downtimes due to two or more different work orders on the same asset.

The requirement aims to automate the process of downtime reporting. Downtime shall be calculated as the difference between 'Actual Finish' time and 'Actual Start' time of the work order and reported to the corresponding asset (defined by the value in the WORKORDER.ASSETNUM attribute) automatically without the need for any intervention by the user.

'Downtime Code' shall be populated automatically based on the value in the 'Work Type' attribute. More details are available in the technical specifications.

The automation of downtime reporting shall be implemented in a way that accounts for any overlapping of downtimes due to two or more different work orders on the same asset. In case of overlapping downtimes, the overlapping portion shall be retained for the downtime of only one of the work orders and subtracted from the downtime of the other work order(s) while reporting downtime. The work order for which the overlapping portion shall be retained would depend on the 'Downtime Code' value of the downtime for the overlapping work orders. Priorities are assigned to different downtime codes. The overlapping portion of downtime shall be retained only for the work order downtime having the downtime code of highest priority. More details are available in the technical specifications.

1.2 Develop a custom application 'Measurement Plans' with the functionality to define mathematical relationships between meters and customize Maximo to calculate and enter to the asset measurement values corresponding to derived meters automatically using entered measurement values for the elementary meters and the defined relationships between meters.

Certain meters can be defined as the result of some mathematical operations between other meter(s). If such meters are associated with condition monitoring points, the default Maximo functionality forces users to manually calculate and enter the measurement values corresponding to these meters in order to trigger condition monitoring actions. Thus, users have to enter the

measurement values for the elementary meters as well as the manually calculated values for derived meters.

The requirement aims to eliminate the need to manually calculate and enter measurement values corresponding to derived meters. A custom application 'Measurement Plans' shall be developed with the functionality to enable users to define mathematical relationships between elementary meters and derived meters used in various measurement plans. At the time of entering meter readings for an asset, be it through the asset application, work order application or any other means, users should only have to enter measurement values for the elementary meters in a measurement plan. Measurement values for all the derived meters in the respective measurement plan shall be calculated and entered to the asset automatically based on the pre-defined mathematical relationships in the measurement plan. The automatically entered measurement values for the derived meters shall also reflect in their corresponding condition monitoring points and trigger the pre-defined actions if the entered measurement values are outside the pre-defined limits.

More details are available in the technical specifications.

1.3 Customize Maximo to make the 'WORKORDER.ASSETNUM' attribute in 'Work Order Tracking' application available for editing till the work order is moved to 'COMP' status.

The default Maximo functionality makes the 'WORKORDER.ASSETNUM' attribute in 'Work Order Tracking' application read-only on moving the work order status to 'APPR'. As per the maintenance process at BMRCL, in the event of a failure, the work order is initially issued on the top asset since the information as to which child asset in the hierarchy of the top asset is faulty is not known at the time. The faulty asset is identified after investigation and the 'ASSET.ASSETNUM' value of the faulty asset is to be entered in the 'WORKORDER.ASSETNUM' attribute of the work order.

Thus, the maintenance process at BMRCL requires the 'WORKORDER.ASSETNUM' attribute to be available for editing till the work order is moved to 'COMP' status. The requirement shall be implemented in a way which ensures that when the Assetnum value in the 'WORKORDER.ASSETNUM' attribute is edited or updated, the edited or updated Assetnum value reflects in all related tables, objects and functions in the database and application that reference the attribute. It shall be ensured that no deviations or errors with respect to software functionality or data integrity result from the implementation of the requirement.

1.4 Modify three BIRT reports namely, (i) Energy Consumption during Revenue, (ii) Energy Consumption by Drivers and (iii) Monthly Energy Consumption to change the data source and calculation logic for calculation of values in the column 'Average Load Weight in Mainline' used in calculation of Specific Energy Consumption.

There exist three BIRT reports to calculate specific energy consumption. The requirement is to change the data source and calculation logic for a column 'Average Load Weight in Mainline' in the three reports. At present, 'Average Load Weight in Mainline' is calculated from a custom attribute 'SR.XX_LOAD_WEI' in the 'Service Requests' application.

The new data source for calculation of 'Average Load Weight in Mainline' shall be a meter 'DLY_RIDER' associated to the assets 'PARA_BYPT' and 'PARA_PNYD', corresponding to the two BMRCL sites 'BYPT' and 'PNYD'. The calculation logic shall be modified accordingly. More details are available in the technical specifications.

1.5 **Develop a BIRT report named 'Failure Count Report' from the existing BIRT report named 'Failure Report'.**

The requirement is to develop a BIRT report named 'Failure Count Report' from an existing BIRT report named 'Failure Report' deployed in the 'Service Requests' application. The 'Failure Report' is a list type report showing details of failures in a selected time period. The 'Failure Count Report' shall consolidate the data from the 'Failure Report' in a matrix form by counting and displaying the number of failures corresponding to pivot field values selected by the user. There shall be a hyperlink in the 'Failure Report' to run the 'Failure Count Report'. Users shall have the option to select the required pivot fields in the request page for the 'Failure Count Report'. More details are available in the technical specifications.

1.6 **Develop a BIRT report named 'Inventory Ledger Report'.**

The requirement is to develop a BIRT report named 'Inventory Ledger Report' to display the details of inventory transactions and consumption patterns for items and tools in a storeroom. The report shall contain the following information pertaining to items (all items or specific items as selected by the user) in a storeroom specified by the user over a desired time period.

- Details of every inventory transaction for the item along with the item inventory balance at the end of every transaction.
- Total consumption, monthly consumption and asset-wise consumption of the item over the specified time period along with the rate of consumption.
- Estimated inventory exhaustion date for the item based on current balance and rate of consumption.

More details are available in the technical specifications.

2. Eligible Tenderers ¹

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 The Tenderer should not have a history of litigation and should not have been black listed by any department of Government of Karnataka or any Central Government department including PSUs. An undertaking to that effect shall be furnished.

2.3 Tenders from joint ventures are not acceptable.

3. Financial/Technical Eligibility Criteria for Tenderers

3.1 The Tenderer should be an **IBM Software Accredited Business Partner for Maximo** and must have successfully met the required certification and implementation criteria. Certificate of Accreditation will have to be produced for verification by BMRCL. IBM, being the owner of the software solution product, automatically qualifies for the clause.

¹ If any specific criteria are required to be met, that may be added.

- 3.2 The bidder should have experience in customization of default Maximo applications including ACM applications, development of custom applications in Maximo, development of BIRT reports for Maximo and should have completed similar works during the last five years ending 31.03.2016, fulfill the following criteria to establish the same:
- i. The Tenderer should have completely executed at least **one similar work** during the last five years ending 31.03.2016 of value not less than **Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only)** (50% of Tendered value). The Tenderer shall furnish clients' certificates in support of the same.
Or
 - ii. The Tenderer should have completely executed at least **two similar works** during the last five years ending 31.03.2016 of value not less than **Rs. 2,00,000/- (Rupees Two Lakhs only)** (40% of Tendered value). The Tenderer shall furnish clients' certificates in support of the same.
Or
 - iii. The Tenderer should have completely executed at least **three similar works** during the last five years ending 31.03.2016 of value not less than **Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only)** (30% of Tendered value). The Tenderer shall furnish clients' certificates in support of the same.
- 3.3 The Tenderer should have an average annual turnover during the last three financial years ending 31.03.2016, of at least **Rs. 6,25,000/- (Rupees Six Lakhs and Twenty Five Thousand only)** (125% of Tendered value). The Tenderer shall furnish credentials in support of the same.

4. Cost of Tendering

- 4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

B. TENDER DOCUMENTS

5. Content of Tender documents

- 5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:
1. Invitation For Tenders (IFT)
 2. Instructions to Tenderers (ITT)
 3. Form of Tender
 4. General Conditions of Contract (GCC)
 5. Special Conditions of Contract (SCC)
 6. Technical Specifications
 7. Drawings
 8. Bill of Quantities
 9. Qualification Criteria
 10. Format of Performance Bank Guarantee
 11. Annexure
 12. Any other document listed as forming part of the Contract.

- 5.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

6. Clarification of Tender Documents

- 6.1 A prospective Tenderer requiring any clarification of the Tender documents may notify BMRCL in writing or by telex or cable or fax at BMRCL's mailing address indicated in the Invitation for Tenders. BMRCL will respond in writing to any request for clarification of the Tender documents which it receives no later than 15 days prior to the deadline for submission of Tenders prescribed by BMRCL. Written copies of BMRCL's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers which have received the Tender documents.

7. Amendment of Tender documents

- 7.1 At any time prior to the deadline for submission of Tenders, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment / addenda.
- 7.2 All prospective Tenderers who have received the Tender documents will be notified of the addenda in writing or by cable or by fax, and will be binding on them.
- 7.3 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, BMRCL shall extend as necessary the deadline for submission of Tenders, in accordance with ITT Sub-Clause 17.2 below.

C. PREPARATION OF TENDERS

8. Language of Tender

- 8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and BMRCL, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

9. Documents comprising the Tender

- 9.1 The Tender submitted by the Tenderer shall comprise the following:

- (a) The Tender (in the format indicated in Section 3).
- (b) Earnest Money Deposit; in accordance with ITT Clause 14
- (c) Priced Bill of Quantities; (in the format indicated in Section 3);
- (d) Qualification Information Form and Documents; in accordance with Section 8;

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 shall be filled in without exception.**

10. Form of Tender

The Tenderer shall complete the Form of Tender and the Bill of Quantities furnished in the Tender documents, indicating the item quantity, rates and amount, the country of origin for any services for software customization and development works.

11. Tender prices

- 11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Contract shall be a Lump-sum Contract. The Tenderer is required to quote a fixed sum for execution of the work, complete in all respects in accordance with the requirements of BMRCL within the stipulated time.
- 11.3 All taxes, levies, duties, CESS, VAT / CST / Service Tax/ WCT, insurance, transportation, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source, shall be included in the total Tender Price submitted by the Tenderer.
- 11.4 The Price quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- 11.5 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.
- 11.6 In case of introduction of New Legislation including Goods and Services (GST) Tax or change in the existing structure of Tender of Central/State Taxes, Duties, Levies and Cess etc. after the latest date of submission of Tender, there shall be no change in the Contract Price and hence no increase or decrease in the Contract Price will be considered for payment.

12. Tender Currency

- 12.1 Prices shall be quoted in Indian Rupees only.

13. Tender validity

- 13.1 Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 3) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by BMRCL as non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, BMRCL may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest money deposit. 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 Earnest money deposit for a period of the extension, and in compliance with Clause 14 in all respects.

14. Earnest Money deposit

- 14.1 Pursuant to ITT Clause 9, the Tenderer shall furnish, as part of its Tender, an Earnest Money Deposit (EMD) for the amount as specified in Appendix to Form of Tender (Section 3).
- 14.2 The Earnest Money Deposit is required to protect BMRCL against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.9.

- 14.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the form of crossed Demand Draft /Pay Order / Banker's Cheque, issued in favor of **Bangalore Metro Rail Corporation Ltd.** from an Indian Scheduled Bank (excluding Cooperative Banks), payable at **Bangalore.**
- 14.4 The Earnest Money Deposit shall be valid for a period as specified in Appendix to Form of Tender (Section 3) and remain deposited with BMRCL from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the offer after the expiry of the aforesaid period shall not be considered by BMRCL.
- 14.5 The Earnest Money Deposit shall be submitted in its original form; copies will not be accepted; and no interest will be payable by BMRCL on the Earnest Money Deposit.
- 14.6 Any Tender not secured in accordance with ITT Clauses 14.1 and 14.3 above will be rejected by BMRCL as non-responsive, pursuant to ITT Clause 23.
- 14.7 Unsuccessful Tenderer's Earnest Money Deposit (EMD) will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Tender validity prescribed by BMRCL or the extended period of Tender validity, pursuant to ITT Clause 13.
- 14.8 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon the Tenderer signing the unconditional acceptance of the Letter of Acceptance (LoA) communicated by BMRCL pursuant to ITT clause 29 and furnishing the Performance Security pursuant to ITT Clause 30.
- 14.9 The Earnest Money Deposit (EMD) may be forfeited:
- (a) If a Tenderer (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or
 - (b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the LoA in accordance with ITT Clause 29; or
 - (ii) To furnish performance security in accordance with ITT Clause 30.
- 14.10 Any Tender not accompanied by an acceptable Earnest money deposit and not secured as indicated in ITT Sub-Clauses 14.1 and 14.3 shall be rejected by BMRCL as non-responsive, pursuant to ITT Clause 23.
- 14.11 Tenderers should ensure that the Earnest Money Deposit (EMD) envelope is available separately and not kept in "Original" or "Copy" of the Tender. If the Earnest Money Deposit (EMD) is kept elsewhere, the Tender will be summarily rejected.

15. Format and signing of Tender

- 15.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in ITT Clause 9, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 15.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The authorization letter shall be indicated by written Notarized Power-of-Authority accompanying the Tender. All pages of the Tender where entries or amendments have been made shall be initialed by the person signing the Tender.
- 15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by BMRCL, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. SUBMISSION OF TENDERS

16. Sealing and marking of Tenders

16.1 All offers shall be either type written or written neatly in indelible ink. "Earnest Money Deposit" (EMD) shall be kept, marked as "Earnest Money Deposit (EMD) for Tender No "BMRCL/O&M/BYPT/RS/MIS/MXMO/01/2017" and sealed in a separate envelope.

The Tenderers shall seal the original and each copy of the Tender in separate inner envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". He shall then place all these inner envelopes in an outer envelope.

Any individuals signing the Tender or other documents connected therein should specify whether he is signing: -

- (i) as sole proprietor of the business unit or as attorney of the sole proprietor;
- (ii) as a partner or partners of the business unit;
- (iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

The original Notarized Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to BMRCL for verification, if required.

All prices and other information like discounts etc; having a bearing on the price shall be written both in figures and words in the prescribed offer form Bill of Quantities/pricing document.

16.2 The **inner and outer** envelopes shall

- (a) be addressed to BMRCL as given in Appendix to Form of Tender, And
- (b) bear the Project Name, the Invitation for Tenders (IFT) title, number and a statement "Do not open before 15:30 hours on 20-04-2017".
- (c) The Earnest Money Deposit shall be submitted in a **separate envelope** marked "Earnest Money Deposit (EMD) for Tender No. **BMRCL/O&M/BYPT/RS/MIS/MXMO/01/2017**" - Do not open before 15:30 hours on 20-04-2017".

16.3 In addition to the identification required in ITT Sub-Clause 16.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late.

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

16.5 Telex, cable or facsimile Tenders will be rejected.

16.6 Offers shall be as per the "Instructions to Tenderers" and "General Conditions of Contract" given in the Tender documents. Each page of the Tender shall be signed and stamped by the Authorized Signatory of the Tenderer.

16.7 The Tenderer should avoid ambiguity in his Offer.

- 16.8 One Copy of the Tender documents (including BMRCL's clarification and addenda if any) untamped, signed and stamped on right hand bottom corner of each page shall be submitted along with the Tender.
- 16.9 Tender document is not transferable and the party to whom Tender has been sold can only quote/submit their offer against the Tender. Tenderer cannot authorize any other party on his behalf. All correspondence will be made with the Tenderer to whom Tender document has been sold.
- 16.10 Tenderers should ensure that the Earnest Money Deposit (EMD) envelope is available separately and not kept in "Original" or "Copy" of the Tender. If the Earnest Money Deposit (EMD) is kept elsewhere, the Tender will be summarily rejected.

17. Deadline for submission of the Tenders

- 17.1 Tenders must be received by BMRCL at the address specified in Appendix to Form of Tender not later than time and date given in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for BMRCL, the Tenders will be received up to the appointed time on the next working day.
- 17.2 BMRCL may, at its discretion, extend this deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of BMRCL and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

- 18.1 Any Tender received by BMRCL after the deadline for submission of Tenders prescribed by BMRCL, pursuant to ITT clause 17, will be rejected and / or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders

- 19.1 The Tenderers may modify or withdraw their Tenders, after the Tender submission, provided that written notification of the "**MODIFICATION**" or "**WITHDRAWAL**" is received by BMRCL prior to giving notice in writing before the deadline prescribed in ITT Clause 17.
- 19.2 Each Tenderers modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clause 16, not later than the deadline for submission of the Tenders with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 19.3 No Tender may be modified subsequent to the deadline for submission of Tenders.
- 19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause 13.1 above or as extended pursuant to ITT Sub-clause 13.2 may result in the forfeiture of the Earnest money deposit pursuant to ITT Clause 14.

E. TENDER OPENING AND EVALUATION

20. Tender opening

- 20.1 BMRCL will open all the Tenders received (except those received late), including modifications made pursuant to ITT Clause 19, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in ITT Clause 17. In the event of the specified date of Tender opening being declared a holiday for BMRCL, the Tenders will be opened at the appointed time and location on the next working day.
- 20.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 19 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail.
- 20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Earnest Money Deposit (EMD), and other such details as BMRCL may consider appropriate, will be announced by BMRCL at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to ITT Clause 18 or Tenders not accompanied by an acceptable EMD. Tenders [and modifications] sent pursuant to ITT Clause 19 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.
- 20.4 BMRCL shall prepare Minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.3.

21. Process to be confidential

- 21.1 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 BMRCL's processing of Tenders or award decisions may result in the rejection of its Tender.

22. Clarification of Tender submittals

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, BMRCL may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, 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 BMRCL in the evaluation of the Tenders in accordance with ITT Sub-clause 24.
- 22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact BMRCL on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of BMRCL, it should do so in writing.
- 22.3 Any effort by the Tenderer to influence BMRCL in BMRCL's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 BMRCL will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

BMRCL may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 Prior to the detailed evaluation, BMRCL will determine the substantial responsiveness of each Tender to the Tender documents. For purposes of these Clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 24), Correction of Defects (GCC Clause 28), Force Majeure (GCC Clause 48), Limitation of liability (GCC Clause 51), Applicable law (GCC Clause 3), and Taxes & Duties (GCC Clause 37) will be deemed to be a material deviation. BMRCL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

23.3 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, BMRCL's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.4 If a Tender is not substantially responsive, it will be rejected by BMRCL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by BMRCL for any arithmetic errors. Errors will be corrected by BMRCL as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) 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 BMRCL 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.

24.2 The amount stated in the Tender will be adjusted by BMRCL in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest money deposit may be forfeited in accordance with Sub-Clause 14.9 of ITT.

25. Evaluation and comparison of Tenders

- 25.1 BMRCL will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.
- 25.2 In evaluating the Tenders, BMRCL will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) making any correction for errors pursuant to ITT Sub-clause 24; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered.
- 25.3 BMRCL reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for BMRCL shall not be taken into account in Tender evaluation.
- 25.4 If the same item is appearing in different sub-items in Bill of Quantities/Bill of Quantity, the unit rate of the equipment shall be same at all places in principle and if they are shown as different at different places, the minimum of all the unit rates for the same item shall be acceptable, unless otherwise such difference will be reasonably justifiable and acceptable to the Engineer. The rates quoted by the Tenderer will be adjusted accordingly. If the Tenderer does not accept the corrected amount, his Tender will be rejected, and the Earnest Money Deposit (EMD) will be forfeited.
- 25.5 The Tenders received will be evaluated by BMRCL to ascertain the lowest acceptable Tender in the interest of BMRCL, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.
- 25.6 The quoted price shall be inclusive of all taxes, levies, Duties, CESS, VAT / CST / Service Tax/ WCT, insurance, transportation, handling, installation, royalties & any other charges leviable and payable to the authorities and including Tax to be deducted at source.

F. AWARD OF CONTRACT**26. Award criteria**

- 26.1 Subject to ITT Clause 28, BMRCL 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, provided that such Tenderer has been determined to be
- (a) eligible in accordance with the provisions of ITT Clause 2, and
 - (b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

- 27.1 BMRCL reserves the right during the pendency of Contract to increase or decrease by up to 25 percent of the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding ITT Clause 26, BMRCL reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for BMRCL's action.

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by BMRCL prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that BMRCL will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITT Clause 30.

29.3 The Agreement will incorporate all agreements between BMRCL and the successful Tenderer within 20 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to BMRCL.

29.4 Upon the furnishing by the successful Tenderer of the Security deposit, BMRCL will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge its Earnest Money Deposit, pursuant to ITT Clause 14.

30. Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to BMRCL, a Security deposit in accordance with GCC Clause 24 and format given in Section 9 for an amount as specified in Appendix to Form of Tender (Section 3).

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

31. Corrupt or Fraudulent practices

31.1 BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government financed contracts. In pursuance of this policy, BMRCL :

(a) defines, for the purposes of this provision, the terms set forth as follows :

- (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

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-