

BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT

DESIGN AND CONSTRUCT CONTRACT OF UNDERGROUND STATION AT MAJESTIC FOR BANGALORE METRO RAIL PROJECT –PHASE-1

Contract No-BMR/UG/STN-MAJ

TENDER DOCUMENTS

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- Form of Tender (including Appendices)

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BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT

**Tender Document
For**

**DESIGN AND CONSTRUCT CONTRACT OF UNDER GROUND
STATION AT**

MAJESTIC FOR BANGALORE METRO RAIL PROJECT- PHASE-1

CONTRACT No. BMR/UG/STN-MAJ

PACKAGE-1

**ELIGIBILITY CRITERIA CUM PQ
(QUALIFICATION REQUIREMENT)**

December-2009

BANGALORE METRO RAIL CORPORATION LIMITED

**III Floor, BMTC Complex,
K.H.Road, Shanthinagar ,
Bangalore - 560027.
KARNATAKA**



BANGALORE METRO RAIL PROJECT

QUALIFICATION DOCUMENT

**For Design and Construct Contract of Underground Majestic Station for
Bangalore Metro Rail Project – Phase -1**

Contract No: BMR/UG/STN-MAJ

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QUALIFICATION DOCUMENT

For Design and Construct Contract of Underground Majestic Station for Bangalore Metro Rail Project – Phase -1

Contract No: BMR/UG/STN-MAJ

PART-I

GENERAL INFORMATION AND QUALIFICATION REQUIREMENT

- 1.1 BMRCL intends to invite suitably qualified applicants to submit tenders for **Design and Construct Contract of Underground Majestic Station for Bangalore Metro Rail Project.**

Tenders are invited from applicants who have Indian JV partners, who have experience in appropriate disciplines for the contract. The Applicant must associate local contractors experienced in requisite disciplines.

- 1.2 This document describes the pre-qualification application procedure and requirements.
- 1.3 Design and Construction will be undertaken by the Contractor based on the Employer's Requirement and Tender Drawings.

The contractor shall also take care of the temporary or permanent Utility and Traffic relocations and diversions as defined in the Tender-documents during construction of Under Ground Station at Majestic for the Project.

The contract will include Design and construction of sub-structures including diaphragm wall, pile / open /raft foundations in soils or pile/ open /raft foundations in rock including socketing in rock as per requirement , The contractor for this work is also required to have inter-face with other contractors carrying out station work, track work, traction power, E & M, signalling and tunnelling works. They are also required to co-ordinate and get approval from the respective Civil Authorities for various temporary and permanent works.

To qualify for this work, the contractor should have the following capability of construction of:

- **Construction of at least one Underground Station of any Metro Rail Project including Diaphragm Wall for the same during the last ten years as on 30.11.2009.**
- **Detailed Design and Consultancy including Architectural Work of at least 2 (Two) Numbers of Underground Stations of any Metro Rail Project during the last ten years as on 30.11.2009**

- 1.4 The contractor shall co-ordinate with concerned authorities for all temporary and permanent relocations and diversion works for utilities affected by the construction of Under Ground Station-structures. BMRCL (or appointed Engineer) will oversee the co-ordination between the designated contractors. However, the Contractor will allow for liaison with the work of such other contractors.

Traffic Management shall be a major responsibility at all locations including roads in the adjoining neighbourhood. This shall include construction of all necessary temporary and permanent works to existing roads and utilities and obtaining of approvals from the concerned authorities and also require strict control.

The Contractor shall be responsible for safety and stability of the adjacent existing buildings, including underpinning and ground support. If required, as part of the Contract, the Contractor



may have to undertake insurance or in the alternative, if such insurance is taken by BMRCL, the contractor will have to adhere to the conditions of the Insurance Company against damages to the existing buildings.

- 1.6. The contractors shall have their site offices with their representatives having proper authority and delegation of powers at Bangalore.
- 1.7. Contractors may apply as a sole contractor or in joint venture, partnership or consortium herein after referred as “group”. **The number of Joint Venture Partners / Consortium Partners in a Group shall be restricted to maximum three.** However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. No individual firm will be a member of more than one group. All the members of the Consortium / Joint Venture will be jointly and severally liable for the performance of whole Contract.
- 1.8. The successful Tenderer has to engage a Detailed Design Consultant (DDC), who must have successfully completed Detailed Design and Consultancy work for at least two Under Ground Stations of any Metro Rail Project, for the designs to be done. However, there is no bar for the chosen DDC to be a member of JV/Consortium.

The credentials of the DDC should be submitted along with the tender for BMRCL to determine their suitability and to check whether they satisfy the PQ criteria. So long as the DDC is not a member of JV/Consortium of the tenderer, the same DDC can be nominated by any number of Applicants/Tenderers.
- 1.9. Applicants for Qualification should note that this qualification document is intended to provide information concerning the construction of Under Ground Station and its component contracts. The information contained herein shall not in anyway be construed as binding on BMRCL, its Consultant, its agents, successors or assigns.
- 1.10. Applicants are advised that selection of contractors will be entirely at the discretion of BMRCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification process will be given and that BMRCL qualification decisions are without any right of appeal whatsoever.
- 1.11. All costs incurred by an Applicant for qualification shall be borne by the applicant, and BMRCL its agents, successors and assigns are entirely without liability for such costs.
- 1.12. BMRCL will notify successful qualified applicants.
- 1.13. Applicants are advised that neither BMRCL nor its successors, assignees or Consultants will respond to enquiries or enter into communications concerning or relating to the selection process or the pre-qualification procedure.
- 1.14. **Each Applicant(each member in the case of a group) or any Associate will be required to confirm and declare with the Qualification Application that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. Applicants failing to give the undertaking (Refer Appendix in Form of Tender) may liable to be rejected by BMRCL.**

2 PREQUALIFICATION APPLICATION

- 2.1 Applicants for qualification are required to submit the duly filled in the qualification Questionnaire and associated information as herein requested.
- 2.2 Applicants shall submit all the requisite information in the sectional arrangements with separators as indicated in the Table "Contents of Sections" in the Qualification questionnaire.
- 2.3 Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the Questionnaire is insufficient.
- 2.4 Qualification requirement to be submitted along with the Tender document.
- The Qualification of applications shall be summarily rejected if the credentials and information asked are not submitted in entirety along with the Tender document. BMRCL reserves the right to accept or reject any or all the applications without assigning any reason.
- 2.5 **Information supplied by an Applicant (or constituent member if the Applicants a group) must apply to the Applicant or constituent member named in the application and not, unless specifically requested, to other associated companies or firms.**
- 2.6 A Group comprising a joint venture, partnership or consortium may apply for qualification. Applicant's attention is drawn to paragraph 1.7 above. In the case of application, from groups, a statement of participation for each group member shall be submitted to the effect that they are bonafide members of the group applying for qualification; Narration of their individual role in the JV and that, in the event of qualification; they agree to be jointly and severally liable to BMRCL under the Contract which may be subsequently awarded to the group.
- 2.7 Details of the existing or proposed joint venture, partnership or consortium agreement in the form of a Memorandum of Understanding (MOU) signed by all participants will be required. International contractors who are considering forming joint ventures, partnerships or consortia must have at least one Indian Partner in the appropriate discipline of the work.
- 2.8 BMRCL will review and evaluate the information submitted by applicants as per Technical Evaluation/Qualification requirement document criteria as detailed in the tender.

3. Qualification Requirements and Evaluation Criteria

3.1 Qualification Requirements

In responding to the qualification submission, applicants should demonstrate their capabilities, by providing data based on their experience, past performance, their personnel, equipment and financial resources, including:

- Capability to execute the project to the requisite standard and to monitor and control construction development.
- Capability to programme and re-programme the work, monitor progress against programme and to utilise computer programming and monitoring techniques.
- Capability to manage, supervise, undertake and complete to an acceptable standard of quality.
- Capability to undertake pro-actively and to manage contract interfaces and co-ordination
- Capability to execute the work in time by having adequate financial resources as well as labour, material and equipment.
- Capability to operate a construction quality control programme, Environment and Safety management systems.
- Client certificates are mandatory for the work done. In case the work is done as sub-contractor, certificate from the main contractor is to be submitted.

In case the application is from Joint Venture or consortium, each member of the group should substantially satisfy the capability to carry out the works so that the JV/Consortium as a whole satisfy the Pre-qualification requirement.

3.2 Eligibility Criteria

The Applicant must meet the following eligibility criteria for being considered as technically qualified and become eligible for Technical package opening. **In case the Applicant is a group, the member satisfying the eligibility criteria 3.2.1 , 3.2. 2 and 3.2.7 below shall be the one who has the requisite experience either individually or whose participation was a minimum 34 % in the previous group and he must also have a minimum participation of 34 % in the present group.**

- 3.2.1 The tenderer during the last ten years ending 30.11.2009 should have completed construction of at least two Underground Metro Stations having similar activities of work (Both stations need not be in the same Contract).
- 3.2.2 The tenderer during the last ten years ending 30.11.2009 should have completed RCC Diaphragm Walls/Secant/Contiguous Pile walls of at least total length of 600 meters and height of 12 meters (Minimum) for underground Metro Stations (in a continuous period of 9 months)
- 3.2.3 The tenderer during the last ten years ending 30.11.2009 should have completed work of Detailed Design and Consultancy for at least two underground Metro Stations. **It is not necessary that the work of Design and Consultancy are executed under same Contract, which included the Construction work of Stations also.(see note point 3 also)**
- 3.2.4 The Tenderer must have an average annual turnover of Indian Rupees **170 Crores** from 'Civil Engineering Construction Contracts only during the last **5 (five)** financial years.
- 3.2.5 Net worth in the last accounting year should be positive for **each of the members** of the Group having $\geq 10\%$ participation in the Group/JV.
- 3.2.6 Profitability-earnings before Interest and Tax should also be positive at least in any two financial years out of the last five years for **each members of the Group.**
- 3.2.7 Tenderer should have as a minimum the following plant and machineries either owned or to be made available on hire or lease (Attach the documentary proof).

S.No.	Type	Minimum Nos required	Owned	Hired or leased
1.	Diaphragm Wall Rigs Set including Clam Shell(0.8-1.2 cu.m) with 100 MT Crane	2		
2.	Rock Breakers	3		
3.	Excavators- at least 0.8/1 cu.m bucket-capacity	4		
4.	Heavy Duty Dumpers/Tippers	16		
5.	Heavy Duty Pay Loaders	2		
6.	Heavy Duty Dozers	1		
7.	Heavy Duty –Road/Pavement Rollers	1		
8.	Fully automatic and computerised Batching and Mixing plant (Minimum 30 cum/Hour) (To be	2		

	erected/commissioned away from the Site.)			
9.	Concrete pumps/placers of 25 to 50 cu.m per hour capacity	4		
10.	Transit mixers	3		
11.	Crane 30/50 t capacity or above	2		
12.	Hydras 10 t capacity min.	2		
13.	Electrical Dewatering Pumps-more than 30 cu.m per hour with at least 40 metre head	4		
14.	Electrical Sump-pump with at least 40 m head	2		
15.	DG sets 500 KVA / 250 KVA	2 / 4		

Note:-

1. For eligibility criteria Sl. No. 3.2.4, Lead member of JV only shall be considered.
 2. For Para 3.2.1 and 3.2.2 above, Completed work means even 'ongoing works' where the required similar work has been physically completed in all respects and the same is required to be supported by Client's Certificate(s) along with the Tender submission. Certified copies of Client's Certificates are to be attested by the Notary Public.
 3. The successful Tenderer has to engage a Detailed Design Consultant (DDC), who should have successfully completed Detailed Design and Consultancy work for at least two Under Ground Metro Stations. However, there is no bar for the chosen DDC to be a member of JV/Consortium.

In case, the Tenderer/Applicant wants to engage any other Detailed Design Consultant (DDC) or they want to utilize their own in-house capacity of Design and related works, they are required to furnish all credentials and other required information in order to get qualified for the work of DDC.
 4. If the DDC proposed is not a JV Consortium member, there is no bar for the same DDC to be a DDC to be nominated by any other Tenderer(s)
- 3.3 Applicants will not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is, therefore, essential in achieving selection to ensure that all questions are answered fully on the proforma or otherwise. **The pages of the questionnaire submitted shall be numbered sequentially and the page number of each answer should be noted against the respective proforma question.** General responses such as "included in brochure" without specific item reference and information without summaries are unlikely to consider. **To this end it is essential that all pages of the submission should be uniquely numbered and used to cross reference the supporting documents to the answers given.**
- To identify the details submitted in various sections, separators must be used in between the two sections.**
- 3.4 All documents submitted by Applicants shall be in the English Language. Submitted documents will not be returned.
 - 3.5 Applicants should observe the highest standard of ethics while submitting the tender application.
 - (a) BMRCL will disqualify an Applicant if he has made misleading or false representation in the forms, statements and attachments submitted; or indulge in fraudulent and corruption practice.
 - "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 an evaluation process or the execution of a contract, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the client's benefits free and open competitions.
- (b) Further, BMRCL will declare a firm ineligible, either indefinitely or for a stated period of time, for any BMRCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a borrowed financed contract in general; or defines, for the purposes of this provision, the terms set forth below as follows:
- Records of poor performance during the last 5 years, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor,
 - Inordinate delays in completion, consistent history of litigation awarded against the Applicant or any of its constituents or financial failure due to bankruptcy, etc. If the Contractor has worked in a joint venture, the rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner (Lead Partner) of joint venture pulling out, court directions leading to breaking up of joint venture before the start of work, which are not attributable to the poor performance of the contractor, will, however, not affect the pre-qualification of the individual partner; or
 - Has been declared (black listed) by any Govt. agencies as on date application

4. QUALIFICATION FACTORS

The Applicants are required to demonstrate their capabilities by furnishing material based on their experience, past performance, their technical and organizational capability, equipment and financial resources as detailed in this Package-1 of Qualification Requirement.

The Tenderers who pass in the "Initial Filter" (Refer **Annexure A** of Applicants Checklist), will be assessed additionally with reference to the following.

- Methodology of Executing the Subject Work including Diaphragm Wall along with details of Water proofing of joints of panels of Diaphragm wall without affecting adjacent Rail/Road traffic and with proper care and safety during mass excavation of earth, Transport, disposal and stacking of excavated materials as per requirement.
- Planning of infrastructure requirements in and around the area of excavation and construction and at site of work). Adequacy of infrastructure proposed to be provided at the Project-site with reference to implementation of programme and completion period including identifications and engagement of Independent Checking Engineers/Agencies..
- To determine that the tenderers are adopting sound, workable, acceptable and safe practises and their planning and programming of various infrastructure requirements are in tune with the quantum of work to be performed in the completion period as specified in this contract. This will assist in assessing the responsiveness and technical



acceptability of their tender.

(Tenderers must furnish the complete details as required. For this use separate sheets/statement and submit along with this Package-1 of Qualification Requirement)

Note: The offer of the Tenderer, who does not furnish the required details as per the package-1 of Qualification requirement and as above is liable for rejection.



ANNEXURE - A

EVALUATION OF QUALIFICATION APPLICATIONS
INITIAL FILTER
APPLICANTS – CHECKLIST

Applies for each member in case of a group / JV / Consortium (except SI .No 11)

Name of Applicant:

No.	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last five years ending 30.11.2009?		
2.	Has the Applicant any litigation history (annual average of more than one litigation case in the last 10 years) year ending 30.11.2009?		
3.	Has the Applicant been blacklisted by any organization in the last five years ending 30.11.2009?		
4.	Has the Applicant paid liquidated damages more than 5% of the contract value in a contract due to delay or penalised due to any other reason in the last five years ending 30.11.2009?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last five years?		
6.	Has the Applicant been penalized for poor quality of work in the last five years ending 30.11.2009?		
7.	Has any misleading information been given in the application?		
8.	Is the Net Worth of the Applicant positive (in case of group/JV, for each member having $\geq 10\%$ participation) as at the close of the last audited financial year?		
9.	Has the Applicant certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid?		
10.	Has the Applicant submitted duly signed verification statement ?		
11.	Does the Applicant satisfy the Eligibility Criteria stipulated in Pare 3.2 of qualification requirement ?		

Note:

1. Answer “YES” TO questions 1 to 7 and answer “NO” to questions 8 to 11 will disqualify the applicant
2. Net Worth - The complexity and time constraint of Bangalore Metro Project is such that a financially weak Applicant will not be able to complete the work. Net worth should be positive for an Applicant(if single) /each of the partners having $\geq 10\%$ participation in the Group/JV, as at the close of the last audited financial year?
3. Annual Net worth= (Paid up equity + Reserves-Revaluation Reserves-Miscellaneous Expenditure not written off)



PART - II

TECHNICAL REQUIREMENTS

This document contains pro-forma letters and the qualification Questionnaire. These are to be reproduced and completed as appropriate and submitted as part of the Applicant's pre-qualification submission.

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Check List for Submission of important information

S.No	Submittal	Reference Question No	Yes	No	Remarks (if any)
1	Letter of application from Lead Member	Annexure-B			
2	Letter of participation from each member (in case of the Group)	Annexure-C			
3	Power of Attorney to sign and submit Letter of Application	Q. 8			
4	MOA (Articles of Association) of each member	Q. 8			
5	Power of Attorney to the person signing the Letter of Participation by each member	Q. 8			
6	Undertaking for "Joint and Several Responsibility" signed	Q. 8			
7	MOU/ Joint venture/ Consortium Agreement	Q. 8			
8	Division of work between the members of the Group	Q. 8			
9	Performance Record	Q 17 a			
10	Annual Financial Turnover	Q. 17 f			
11	Information of Key staff(Annexure 3)	Q. 19 a / 20			
12	Proposed Management organisation for the Contract	Q. 21			
13	Audited Financial Information (Annexure-4)	Q. 23			
14	Banking References	Q. 23			
15	Details of Proposed Sub –Contractors	Q. 24			
16	Equipment proposed (Annexure 5)	Q. 25			

Q. - Question

CONTENTS OF EACH SECTION

SECTION NUMBER	CONTENTS OF EACH SECTION	REMARKS
	<u>Pro-Forma – General Letter of Application</u>	Pro-forma letters are at Annexure-B and Annexure-C of this document.
1.	<u>Pro-forma – Section 1</u> Memorandum and Articles of Association, or Partnership Deeds	A copy (in English) of the Memorandum and Articles of Association (or equivalent) for an incorporated Applicant (or, in the case of a group, for each corporation forming a part of the applicant)/partnership Deeds.
	Documents relating to a joint venture, partnership or consortium. (a) Statement of participation from Constituent members. (b) Details of previous collaborations. (c) Specimen Joint Venture, partnership, or consortium Agreement and/or other documents establishing or intending to establish the formation of such group.(d) Details of proposed equity/other participations and areas of specialisation.	Applicant's attention is drawn to paragraph 2.7 of Qualification Requirement. A proforma statement of participation to be completed by lead member and each member is on pages 16 and 17 respectively of this document.
	Particulars of the authority which empowers the person or persons signing the letter of application, (and if appropriate, the statement of participation from constituent members of groups) to represent the applicant.	BMRCCL wishes to ensure that applications are submitted under the signature(s) of persons who properly represent the applicant. Accordingly, copies of such documents as powers of attorney, signed minutes of board meetings confirming board resolutions, current published lists of Directors / Executive Directors etc., shall be submitted. In case of Groups, the Power of Attorney to one of the Employees of the individual Partner of the Group, who shall be signing the letter of participation and interacting with the BMRCCL, in addition to a Power of Attorney to the Lead Member of the Group who shall be submitting the applications.

SECTION NUMBER	CONTENTS OF EACH SECTION	REMARKS
2.	Pro-forma - Section 2 Documents relating to performance, current contracts, relevant experience.	The Applicant shall submit details in support of statements in the Questionnaire or Annexes thereto, which relate to performance, current contracts and relevant experience. The Applicant shall also give a year-wise break up of construction works of the balance works for the current contracts.
3.	Pro-forma - Section 3 Documents relating to organisation structure and Staff.	The Applicant shall submit details in support of statements in the Questionnaire or Annexes there to which relate to its management organisation (existing or proposed, in the case of new groups), and of staff/principal or key members of staff as provided in the Questionnaire.
4.	Pro-forma - Section 4 Documents relating to ownership and control of an Applicant(or, in the case of a group, each constituent member) Documents relating to the financial condition of an Applicant(or, in the case of a group, each constituent member)	Details shall be submitted giving full details of the ownership and control of the Applicant (or, in the case of a group, each constituent member). The following documents should be submitted in respect of each constituent member, whether applying individually or as part of a group: 1. Audited accounts for each of the last five full accounting periods together with their Auditor's Certificate. Such accounts shall include the Profit and Loss statement and the Balance Sheet. The Applicant shall clearly indicate in a statement form, year-wise profit or loss for the previous five year in Indian Rupees. The Applicant also shall indicate the year-wise net worth of each member for the previous five years in Indian Rupees 2. A financial statement covering the period between the end of the last full accounting period and the end of 31.03.2009. This statement should indicate all significant financial matters subsequent to the end of the last full accounting period. Additionally, the financial statement should indicate any significant off balance sheet liabilities, including contingent liabilities. The financial statement should be signed by the managing director or company secretary of the respective company.



SECTION NUMBER	CONTENTS OF EACH SECTION	REMARKS
4 (Cont.)	Documents relating to the holding or parent company of an Applicant (or, in the case of a group, each constituent member).	If an Applicant (or member of a group) is wholly or significantly owned by a holding or parent companies, the information relating to audited accounts and financial statement (as described above) shall be provided for such intermediate or ultimate holding or parent companies. This information shall be provided in respect of all applicants, whether applying individually or as a group together with Auditor's certification.
	Document including banking reference to demonstrate that the Applicant has the liquidity to meet the requisite cash flow, after meeting requirements for known commitments	In respect of all applicants (whether applying individually or as part of a group) and all holding or parent companies thereof, a bankers reference (in English) should be provided from the applicant's or company's principal bank in its country of incorporation or registration. Such reference should indicate the financial standing of the Applicant and access to lines of credit of other financial resources.
5.	<u>Pro-forma - Section 5</u> Documents relating to sub-contracting.	The Applicant shall submit details in support of statements in the Questionnaire or Annexes thereto which relate to sub-contracting.
	Documents relating to supply of major items of plant, equipment, or materials, Quality Assurance and Cost Control Programmes.	The Applicant shall submit details in support of statements in the Questionnaire or Annexes thereto, which relate to questions 25 and 26.

ANNEXURE-B

**PRE-QUALIFICATION QUESTIONNAIRE
PRO-FORMA LETTERS**

PRO-FORMA LETTER OF APPLICATION (on Applicant’s Letter Head from Lead Member)

Ref:

Dated...

(Applicant to provide date and reference no.)

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

Dear Sir,

**APPLICATION FOR QUALIFICATION OF DESIGN AND CONSTRUCT CONTRACT OF Underground Station at Majestic for Bangalore Metro Rail Project –Phase-1
CONTRACT NO. BMR/UG/STN-MAJ**

We, hereby make application for qualification as a tenderer for the **DESIGN AND CONSTRUCTION OF Underground Station Majestic for Bangalore Metro Rail Project**. In support of the application we submit herewith one Original and two Copies of the required documents.

We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken in addition to the provisions of Para 3.5 of Qualification Requirement:

- i. Our name will be removed from the panel of qualified agencies.
- ii. Any tender submitted by us on the basis of qualification may not be considered.
- iii. If any tender from us is accepted and a contract awarded to us on the basis of our qualification, the tender acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

(In the case of a joint venture/partnership/consortium add this paragraph)

This application is submitted on behalf of a joint venture/partnership/consortium (Applicant to delete as appropriate) comprising (Applicant to state the names of each member) and of which (Applicant to insert name of leading member of joint venture/partnership/consortium) has agreed to act as leader. Each member has prepared a statement of participation in relation to this application and these are contained in Section 2 herewith on page_____

A Power of Attorney to sign and submit this letter is attached on page _____

Yours faithfully,

(Signature)

Name of signatory:

Capacity of signatory:

Name and address of Applicant (or of leader if Applicants a group)
.....



ANNEXURE-C

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH MEMBER OF A GROUP
(Separate letter is required from each Applicant on each Firm's Letter Head)**

Ref: (Applicant to provide date and reference no.) Dated:
The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC-Complex
KH Road, Shantinagar
Bangalore-560027
Karnataka,
India.

Dear Sir,

**APPLICATION FOR QUALIFICATION OF DESIGN AND CONSTRUCT CONTRACT OF Underground
Station at Majestic for Bangalore Metro Rail Project– Phase-1
CONTRACT NO. BMR/UG/STN-MAJ**

We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a group with

.....
.....
(Member to insert names of all other members of the group limited to a maximum of three nos. in a group) for purposes associated with Contract Numbers **BMR/UG/STN-MAJ** .We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken in addition to the provisions of Para 3.5 of Pre-qualification Requirement:

- i. Our name will be removed from the panel of qualified agencies.
- ii. Any tender submitted by us on the basis of qualification may not be considered.
- iii. If any tender from us is accepted and a contract awarded to us on the basis of our qualification, the tender acceptance may be withdrawn and cancel the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

(Members who are not the lead member of the group should add the following paragraph).

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

(Members being the lead member of the group should add the following paragraph)

In this group we act as leader and, for the purposes of applying for qualification, represent the group.

In the event of the tender submitted by our group being accepted by BMRCL we agree to be jointly (with other members of our group) and severally liable to Bangalore Metro Rail Corporation Ltd. (BMRCL), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract to be entered into between BMRCL and our group.

A Power of Attorney to sign and submit this letter is attached on page _____

Yours faithfully,

(Signature)

(Name of Signatory)

(Capacity of Signatory)



PRE-QUALIFICATION QUESTIONNAIRE

Notes:

1. Each page of the Questionnaire and contents of Sections shall be signed by the Applicant.
2. This entire Questionnaire pro-forma shall be completed in all respects.
3. Questionnaire pro-forma relating to the various sections shall be incorporated in the respective sections (i.e., Pro-forma Section 2 (replies to questions 9 to 14) will be included in the contents of Section 2).
4. In the box

Y	N
---	---

 denotes yes and 'N' denotes no. Please tick ✓ mark whichever is applicable.
5. The pages of the Pre-Qualification (PQ) Document submitted shall be numbered sequentially and the page number of each answer should be noted against the respective item below.



PRO-FORMA – SECTION 1

1.	Contract No. for which qualification is sought BMR/UG/STN-MAJ
2.	Title of contract for which qualification is sought: DESIGN AND CONSTRUCT CONTRACT OF Underground Station at Majestic for Bangalore Metro Rail Project—Phase-1 CONTRACT NO. BMR/UG/STN-MAJ
3.	State the structure of the applicant's organisation (applicants to complete/delete as appropriate): <ul style="list-style-type: none"> ✓ Individual company or firm ✓ Joint venture ✓ Partnership ✓ Consortium ✓ Other (please specify) <p>.....</p>
4.	For applicants who are individual companies or firms, state the following: Name of Company or firm:
	Legal status: (e.g. incorporated private company, unincorporated business, etc.):
	Registered address:
	Year of Incorporation:
	Principal place of business:
	Country of incorporation or domicile:
	Contact person:
	Contact person's title:
	Address, telephone and facsimile number of contact person:



5. Applicants who are in a group (limited to a maximum of three nos. in a group), State the following:

Sl.No	Name of members (Lead member first)	Legal Status	Registered address and principle place of Business	Percentage participation	Place and country of incorporation or Domicile
1					
2					
3					

Note: -
 "Indian Partner" should be clearly indicated in the bracket against the name of the member
 Contact person (from lead member):
 Contact person's title:
 Address, telephone, and facsimile number of contact person:

6. Applicants are to present this information in Section 1 on sheets which are to be clearly referenced as being in response to this Question 6.
 For the applicant, (in case of group, for each group member), state the following information in section

- Date of incorporation of organisation.
- Names and titles of Directors or partners.
- Has the company or firm or any partner of the group ever failed to complete any work awarded to it? If Yes give explanation. Y N
- Is the firm or company involved or financially interested in any other business (es) not directly associated with the area of work for which pre-qualification is sought? If yes, provide details. Y N
- Does the company or firm have an office or branch office in India?
- If so, provide address (es) Y N
- Has the firm or company or any partner of the group been blacklisted by any organisation (if yes, provide details). Y N



7	<p>In case of International applicants, is an Indian partner experienced in the appropriate discipline a member of the Group?</p> <div style="text-align: right; margin-bottom: 10px;"> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> </div> <ul style="list-style-type: none"> • If yes, provide list of disciplines. • If No, give reasons for exclusion. 	Y	N														
Y	N																
8.	<p>Summary of Contractual Information</p> <ul style="list-style-type: none"> • Name of Group Members (limited to a maximum of three nos. in a group) <ol style="list-style-type: none"> 1. (Lead Member) 2. 3. <p>Have you enclosed in Section 2 the following (refer para 2.7 of Qualification Requirement)? If so, indicate page numbers.</p> <ul style="list-style-type: none"> • Letter of application from lead member Page No. _____ <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • Letter of participation from other members Page No. _____ <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • Power of Attorney to a person of lead member to sign Page No. _____ <p style="margin-left: 20px;">and submit the letter of application from the lead member and from other members of the group (in case of Group) (Refer Pro-forma Section 2, Question 9)</p> <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • MOA (Articles of Association) of each member Page No. _____ <p style="margin-left: 20px;">(Refer Pro-forma Section 2, Question 10)</p> <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • Power of Attorney to own employee by each member Page No. _____ <p style="margin-left: 20px;">(Refer Pro-forma Section 2, Question 11)</p> <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • Undertaking for "Joint and Several Responsibility" Page No. _____ <p style="margin-left: 20px;">signed (Refer Pro-forma Section 2, Question 11)</p> <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • MOU/ Joint venture/ Consortium Agreement Page No. _____ <p style="margin-left: 20px;">(Refer Pro-forma Section 2, Question 13)</p> <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> • Division of Work between the members of the Group Page No. _____ <p style="margin-left: 20px;">(Refer Pro-forma Section 2, Question 14)</p> <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">Y</td> <td style="width: 20px; height: 20px; text-align: center;">N</td> </tr> </table> 	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
Y	N																
Y	N																
Y	N																
Y	N																
Y	N																
Y	N																
Y	N																
Y	N																



PRO-FORMA SECTION 2

<p>9.</p>	<p>Does Section 1 contain Power of Attorney which empowers the person or persons to sign and submit the letter of application on behalf of the Applicant and in case of groups Power of Attorney from the authorised person of each member of the group to the authorised representative of the Lead Member to sign and submit the letter of application.</p> <p>if answer is Yes, have you enclosed the statements of participation on behalf of all group members?</p> <p>If No, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table> <table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N	Y	N
Y	N					
Y	N					
<p>10.</p>	<p>In the case of an incorporated Applicant (or group members who are incorporated) does Section 1 contain copies, in English, of the Memorandum and Articles of Association or equivalent expression of corporate capacity?</p> <p>If No, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N		
Y	N					
<p>11.</p>	<p>In the case of applications from groups, does Section 1 contain statements of participation in the form appearing in the Pre-qualification Brochure for each member, along with Power of Attorney from the authorised person of the organisation, for signing the statements of participation?</p> <p>If No, give reasons.</p> <p>.....</p> <ul style="list-style-type: none"> In the case of groups, have you enclosed a MOU signed by each member that they will be jointly and severally responsible for the entire work? <p>If No, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table> <table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N	Y	N
Y	N					
Y	N					
<p>12.</p>	<p>Have there been previous collaborations between group members in any other project</p> <ul style="list-style-type: none"> If yes give details. <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N		
Y	N					
<p>13.</p>	<p>In the case of applications from groups (limited to maximum of three nos. in a group), does Section 1 contain copies of the MOU, Joint Venture or Consortium or other group agreements or other documents establishing or intending to establish the formation of such a group?</p> <p>If No, give reasons.</p> <p>.....</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N		
Y	N					



14.	<p>In the case of applications from groups (limited to maximum of three nos. in a group), does Section 1 contain details of:</p> <ul style="list-style-type: none">• Proposed equity participation by each member for the proposed work?• Areas of specialisation/responsibility of each member for the proposed work?• Extent of participation (including deployment of major plant items and key personnel) by each member for the proposed work? <p>If the answer to any question is No, give reasons.</p> <p>.....</p>	<table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">Y</td><td style="text-align: center;">N</td></tr></table> <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">Y</td><td style="text-align: center;">N</td></tr></table> <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">Y</td><td style="text-align: center;">N</td></tr></table>	Y	N	Y	N	Y	N
Y	N							
Y	N							
Y	N							



PRO-FORMA SECTION 3

15.	<p>State the number of years, in the last ten years ending 30.11.2009 the Applicant (or each group member) has been in business under the business name appearing in the answer to question 4 or 5 above.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; border-bottom: 1px solid black;">Name</th> <th style="width: 30%; border-bottom: 1px solid black;">No. of years</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>.....</td> </tr> <tr> <td>(2)</td> <td>.....</td> </tr> <tr> <td>(3)</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	No. of years	(1)	(2)	(3)
Name	No. of years										
(1)										
(2)										
(3)										
.....										
16.	<p>State the number of years, in the last ten years ending 30.11.2009, the Applicant (or each group member) has been undertaking work similar in scope and nature to the works for which pre-qualification is sought.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; border-bottom: 1px solid black;">Name</th> <th style="width: 30%; border-bottom: 1px solid black;">No. of years</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>.....</td> </tr> <tr> <td>(2)</td> <td>.....</td> </tr> <tr> <td>(3)</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	No. of years	(1)	(2)	(3)
Name	No. of years										
(1)										
(2)										
(3)										
.....										
17a.	<p>Performance Record</p> <p>Tenderer should scrutinise the contract description contained in this qualification document and compile a list showing their previous experience of works of a similar nature, volume and complexity completed during the last seven years ending 30.11.2009 relating to underground construction of Urban Transit Facilities including Metro Rail construction and stations (elevated and underground), each costing Indian Rupees 400 million (40 Crores) or above. Information and literature associated with the performance and relevant experience of the Applicant or each constituent member shall be clearly referenced and enclosed in Section 3. All material should be clearly referenced as being in response to this Question 17a. The Applicant also shall give year-wise break up of cost of Underground Urban Transit facilities, cost and length and height of Diaphragm Walls constructed and continuous period of construction of such wall by each Member of the Applicant as well as Detailed Design and Consultancy Work carried out for such constructions. The applicants shall also submit the Physical completion certificate of each structure completed as referred here in the form. In addition, the Applicant shall give year wise break up of underground Stations, Diaphragm Walls (To mention continuous period of Construction) constructed as well as Detailed Design and Consultancy Work carried out for such constructions by each member of the applicant. Details and summary should be provided in format given in Annexure 1, 1A, 1B and 1C for each work</p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;"> • Do you (and each group member of the group) authorise BMRCL to make enquiries with any of the Clients listed by the Applicant? <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 60px;"> <tr> <td style="width: 30px; height: 20px;">Y</td> <td style="width: 30px; height: 20px;">N</td> </tr> </table> • Have you (and each group member of the group) provided details required on Annexure 1 for Contracts completed in the last seven years together with a summary thereof in Annexure 1A. <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 60px;"> <tr> <td style="width: 30px; height: 20px;">Y</td> <td style="width: 30px; height: 20px;">N</td> </tr> </table> <p>(Use a separate sheet for each Contract and include in the Questionnaire)</p>	Y	N	Y	N						
Y	N										
Y	N										



17b	<p>Has the Applicant during last 10 years, executed in a period of 9 consecutive Months.</p> <p>a) 600 metre or more of Diaphragm wall of minimum height of 12 metre</p> <p>b) Major similar constructions of value more than Indian Rupees 400 million and above</p> <p>If yes, give details (in case of a group, this information is to be given for each member.)</p> <p>Give reference of the work as submitted in Annexure 1 in reply to Question 17(a) and also give the reference of submitted supporting completion certificate from the client.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N										
Y	N													
17c	<p>Has the Applicant as a Design Consultant executed in last 10 years:</p> <ul style="list-style-type: none"> Detailed Design and Consultancy work including Architectural consultancy for at least two underground Metro Stations, which have been commissioned and are under operation since at least three months prior to 30.11.2009 	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Y	N										
Y	N													
17d	<p>Have you ever required suspending the construction on a work for more than 6 months continuously after you started?</p> <p>If yes, please give name of the project address of client and reasons there of.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N										
Y	N													
17e	<p>Have you ever left the work awarded to you incomplete?</p> <p>If yes, give name of the project, address of client and reasons there of.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N										
Y	N													
17f.	<p>Annual Financial Turnover (Civil construction works and detailed design consultancy works for such constructions only) in the last five years (2004-05 to 2008-09 Projected) Turn Over of the individual companies of JV to be furnished.</p> <table border="1"> <thead> <tr> <th data-bbox="339 1440 499 1563">Year</th> <th data-bbox="507 1440 1477 1563">Annual Financial Turnover (in terms of rupee equivalent adjusted to 30.11. 2009 by assuming 5% escalation for Indian Rupees and 2% for Foreign Currency portion per year using multiplying factor as in Annexure 1B)</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 1568 499 1619">2004-2005</td> <td data-bbox="507 1568 1477 1619"> </td> </tr> <tr> <td data-bbox="339 1624 499 1675">2005-2006</td> <td data-bbox="507 1624 1477 1675"> </td> </tr> <tr> <td data-bbox="339 1680 499 1731">2006-2007</td> <td data-bbox="507 1680 1477 1731"> </td> </tr> <tr> <td data-bbox="339 1736 499 1787">2007-2008</td> <td data-bbox="507 1736 1477 1787"> </td> </tr> <tr> <td data-bbox="339 1792 499 1843">2008-2009</td> <td data-bbox="507 1792 1477 1843"> </td> </tr> </tbody> </table>		Year	Annual Financial Turnover (in terms of rupee equivalent adjusted to 30.11. 2009 by assuming 5% escalation for Indian Rupees and 2% for Foreign Currency portion per year using multiplying factor as in Annexure 1B)	2004-2005		2005-2006		2006-2007		2007-2008		2008-2009	
Year	Annual Financial Turnover (in terms of rupee equivalent adjusted to 30.11. 2009 by assuming 5% escalation for Indian Rupees and 2% for Foreign Currency portion per year using multiplying factor as in Annexure 1B)													
2004-2005														
2005-2006														
2006-2007														
2007-2008														
2008-2009														
<p>This should be given by the applicant, and in case of a Group, separately by each member of the Group for <u>Civil construction works and detailed design consultancy works only.</u></p>														



17g.	<p>Works in Hand. Applicants or each group member should indicate, in the form below, details for each contract/commitment which is anticipated to be in hand as on the date of submission of Tender and the expected year-wise value of completion of the balance works in the next four years in Indian Rupees (Applicants are to present this information in the format shown in Annexure 2 & 2A but on sheets which are to be included in the Qualification Document)</p> <ul style="list-style-type: none">• Have you (and each group member) provided details required in Annexure 2 and a summary as in Annexure 2A. — Yes/No. <div style="text-align: right;"><table border="1" style="display: inline-table;"><tr><td style="width: 20px; height: 20px; text-align: center;">Y</td><td style="width: 20px; height: 20px; text-align: center;">N</td></tr></table></div> <div style="text-align: center; margin-top: 10px;"><input style="width: 100px; height: 20px;" type="text"/></div> <p>(Use a separate sheet for each Contract and included in the Qualification Document)</p>	Y	N
Y	N		



PRO-FORMA SECTION-4

18.	<p>Staff. Applicants (and each group member) should indicate the number of staff employed (total and at specified offices) by each Applicant or each member of the group. Specify number of each member's managerial, technical, supervisory staff and skilled labour at each location. This information should be only in respect of employees who are for more than six months with the applicant. Name of Applicant (Each member of the group)</p>					
	Location	Managerial (1)	Technical Engineers (2)	Supervisory (Other than (1) and (2)) (3)	Skilled Labour (4)	
	1.					
	2.					
	3.					
	etc.					
	TOTAL					
19a	<p>Information of Key Staff (Annexure-3) Provide the following information for the Applicant (or in case of a group for each member). To include only the employees of the Applicant who have been with the Applicant for at least 6 months (Member in case of Group). C.Vs of all employees proposed for this work to be enclosed. Minimum number of required key personnel to be deployed for the contract is indicated in the brackets.</p>					
	Name of Applicant: (Member in case of Group): Discipline	Numbers of technical personnel which will be made available for the proposed project				
		Post Graduate and above		Graduates and equivalent		Total
		Key	Others	Key	Others	Key Others
	a) For key staff, Please. ref. Annexure 3.					
	b) For others Please. provide list.					



<p>19b.</p>	<p>Which member of the Applicant (in case of group) will provide the Project Leader?</p> <p>Name (of the member) Has the Applicant provided the academic and professional qualifications and Experience of the proposed Project Leader in Section 4.(Question19.a)</p> <div style="text-align: right;"> <table border="1"> <tr> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">N</td> </tr> </table> </div>	Y	N		
Y	N				
<p>20.</p>	<p>For the specific key positions essential to contract implementation, the Applicant should provide CVs incorporating, interalia, detailed data on their experience, and academic and professional qualifications. Such candidates should have been regular employees with the Applicant (or member concerned in case of group) for at least 6 months. The key positions should not be less than as specified (for all members put together in case of group) and should cover disciplines mentioned in Annexure 3 (Refer Question19a), for which the Applicant (or member in case of group) will provide staff for the proposed work.</p>				
<p>21.</p>	<p>Have you provided in Section 4 the following?</p> <ul style="list-style-type: none"> <p>• Details of your current management organisation as the Applicant or, if a group, of each member.</p> <div style="text-align: right;"> <table border="1"> <tr> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">N</td> </tr> </table> </div> <p>If No, why? _____</p> <p>• Proposed management organisation for the contract indicating which position will be manned by which member of the Group.</p> <div style="text-align: right;"> <table border="1"> <tr> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">N</td> </tr> </table> </div> <p>If No, why? _____</p> 	Y	N	Y	N
Y	N				
Y	N				



PRO-FORMA SECTION 5

22.	Include in Section 5 details of ownership and control of Applicant or if a group, of each constituent member.
23.	<p>a). Have you in Section 5 enclosed documents, including Banking Reference, to demonstrate that you have access to, or have available, liquid assets, lines of credit and other financial means sufficient to meet the required cash flow, after meeting your commitments for other contracts and other liabilities as indicated below Indian Rupees 300 Million (Rupees three hundred Million). <input type="checkbox"/> Y <input type="checkbox"/> N</p> <ul style="list-style-type: none"> • Do you authorise BMRCL to make enquiries with any of the Banks you listed in this application? <input type="checkbox"/> Y <input type="checkbox"/> N • Have you provided Annual Financial Reports of the Applicant (and of each group member) together with Auditor's certificate for each of the previous five accounting years. <input type="checkbox"/> Y <input type="checkbox"/> N <p>Have you provided the information asked in Annexure 4 and demonstrated soundness of the financial position (for each group member) <input type="checkbox"/> Y <input type="checkbox"/> N</p>



PRO-FORMA SECTION 6

<p>24.</p>	<p>Do you intend to subcontract any part of the work? <input type="checkbox"/> Y <input type="checkbox"/> N</p> <ul style="list-style-type: none"> If yes, in Section 6 provide the type of work proposed to be subcontracted including name or names of potential subcontractors, their qualifications and experience and the extent of their participation. <p>a) Have you enclosed the willingness of the proposed sub Contractors for participation? <input type="checkbox"/> Y <input type="checkbox"/> N</p> <p>Further details and literature should be enclosed in Section 6, clearly referenced as being in response to this Question 24.</p>
<p>25 (a).</p>	<p>Applicants (each group member) are to include in Section 6 information relating to the availability of major items of equipment in Annexure 5. The Applicant must also demonstrate that, based on known commitments, key items of equipment in full working order will be available for the project in such number that the contract can be completed in time.</p> <ul style="list-style-type: none"> Provide Number and type of heavy construction plant that is owned or leased and available in India for the contract. Provide similar information for equipment elsewhere available to be brought to India for the Project.
<p>25b.</p>	<p>Quality Assurance Program:</p> <ul style="list-style-type: none"> Do Applicants or each constituent member currently Maintain an in house Quality Assurance programme? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, give details. Have you (or each constituent member in the case of group) had any of your recent projects ISO 9001 certified? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, give details. <hr style="width: 20%; margin-left: 0;"/>



25 c	<p>Safety Management</p> <ul style="list-style-type: none"> Do applicants or each constituent member currently maintain or carry out in house safety policy / safety management system/Occupational Health and Safety Systems If yes give details <p>_____</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N			
25 d	<p>Environment management plan</p> <ul style="list-style-type: none"> Do applicants or each constituent member currently Maintain or carry out in house Environment Policy/management system. If yes give details Have you or (each constituent member in case of group) had any of your recent projects ISO 14001 certified. If yes, give details <p>_____</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N			
26	<ul style="list-style-type: none"> Do applicants or each constituent member have cost control mechanism in their organisation? <p>If yes, give details.</p>	<table border="1"> <tr> <td>Y</td> <td>N</td> </tr> </table>	Y	N
Y	N			



ANNEXURE 1

Tenderer's Name: **[Reference Question 17(a)]**

(Similar completed Works costing Indian Rupees 400 millions or above only in last 10 years ending 30.11.2009)

Project Title:		Location:							
Scope: (Give salient features of the work)		Client's Address:							
Client:									
Client's Representative:		Tel./ Fax:							
Type of Contract (a) Construction(b) Design and Construct									
Was the work carried out as a) Prime Contractor b) Member of a group c) Sub-Contractor If, Member of a group, indicate percentage participation & area/s of participation. If Sub-Contractor, provide details:		<table border="1"> <tr><td>Y</td><td>N</td></tr> <tr><td>Y</td><td>N</td></tr> <tr><td>Y</td><td>N</td></tr> </table>		Y	N	Y	N	Y	N
Y	N								
Y	N								
Y	N								
Date of commencement of work		Date of completion of work							
Was the date of completion given in the original contract extended?		<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N				
Y	N								
If so, how much and why?									
Were any penalties imposed? If yes, give details		Was arbitration/ litigation commenced?							
<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N	<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N		
Y	N								
Y	N								
Were any penalties imposed for reasons other than delay. If yes, give details.		If answer is Yes, then give: a) Number of Arbitration cases _____ b) Number of Litigation cases _____ c) Details of Arbitration and litigation cases							
<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N						
Y	N								
Contract Value* (in Rupees on 30 th November, 2009 prices, assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portion per year and detailed in Annexure 1B) At the time of Award Indian Rupees..... As on 30.11.2009 Indian Rupees.....									
Details of work undertaken, indicate also year-wise break up of both cost and lengths as on 30.11.2009 of Underground Station of Metro Rail Project and Diaphragm Walls constructed, separately for each category and summarised in Annexure 1C.									
Were Quality Assurance obligations required in the contract? If Yes whether they were fulfilled? If not, why?		<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N				
Y	N								
Has the Tenderer (or any member of a group) been blacklisted by a client?		<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N				
Y	N								
If Yes why?		<table border="1"> <tr><td>Y</td><td>N</td></tr> </table>		Y	N				
Y	N								
Project description: (Clearly indicate, the part of the work assigned to the Tenderer(s))									

* Only the value of contract as executed by the Tenderer/ member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned Tenderer/ member should be indicated and the remaining done by the other members of the group be excluded.



ANNEXURE 1A:

Summary of Information provided in Annexure 1

Name of Tenderer (each member in case of group)	Total number of similar works each costing more than Indian Rupees 400 million	Number of contracts of each type		Number for which the Tenderer went in for		No. of contracts delayed, i.e., completed beyond the original date of completion	Total value of all works completed in the last 10 Years ending 30.11.2009 *
		Indicate here the type of work		Arbitration	Litigation		
		A Construction only	B Design & Construction				

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



ANNEXURE 1B:

Summary of Information provided in Annexure 1

Name of the Applicant: - _____

(Each member in case of group)

S.No	Year	Name of Similar work	Contract Value in Million		Multiplying factor		Updated contract value in Millions as on 30.11.2009		
			INR	FC	INR	FC	INR	FC	Total Equivalent INR *
1	2004-2005				1.22	1.08			
2	2005-2006				1.16	1.06			
3	2006-2007				1.10	1.04			
4	2007-2008				1.05	1.02			
5	2008-2009 (Form 01-04-2008 up to 31-03-2009)				1.0	1.0			
6	From 01-04-2009 to 30-11-2009 (unaudited)				1.0	1.0			

INR – Indian Rupee

FC - Foreign Currency

* Total Equivalent INR should be calculated using the selling exchange rate of State Bank of India as on 30.11.2009



Annexure 1 C														
Summary of Information Provided in Annexure-1														
Name of Applicant	Name of Similar work	Total Value of work (Rs. In Millions)	Year 1999-2000		Year 2000-01		Year 2001-02		Year 2002--03		Year 2003-04		Year 2004-05	
			Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height
A) Under Ground Metro Rail Stations-construction.														
B) Detailed Design Consultancy work for Underground Metro Rail Stations (Furnish name of DDC, if any)														



Annexure 1 C											
Summary of Information Provided in Annexure-1											
Name of Applicant	Name of Similar work	Total Value of work (Rs. In Millions)	Year 2005-06		Year 2006-07		Year 2007-08		Year 2008-09		From 01-04-2009 to 30-11-2009
			Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 152metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	Work done Rupees In Million	Length of RCC Diaphragm walls of minimum 12 metre height	
A) Under Ground Metro Rail Stations-construction.											
B) Detailed Design Consultancy work for Underground Metro Rail Stations (Furnish name of DDC, if any)											



ANNEXURE 2:

Works in hand

[Reference Question 17 (g)]

Name of the Applicant or member of the Group

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

10 largest works (including similar works)

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Work being / to be executed as a Prime Contractor/member of a Group or Sub-contractor	Name of client with Telephone number and fax number	Contract Value in Rupees Equivalent as on 30.11.-2009 (Give only the value of work assigned to the Applicant(s)) (Assume inflation and multiplying factors as given in Annexure1 and 1B)	Value of balance work yet to be done in Rupee equivalent as on 30.11.-2009 (Assume inflation and multiplying factors as given in Annexure1 and 1B)	Original Completion Date	Estimated Completion Date (Give reasons in case of delay)	Value of work to be done in 2009-10	Value of work to be done in 2010- 11	Value of work to be done in 2011-12.	Value of work to be done in 2012-13 and beyond.



ANNEXURE 2A:

***Summary Information for Works in Hand provided in Annexure 2**

Name of the Applicant (constituent Member in case of group)	Total number of works in hand	Number of contracts of each type		Number for which Applicant went in for		No. of contracts in which completion given in the original has already burst	** Total value of balance works yet to be done in Rupee equivalent as on 30.11.2009 (Assume inflation and multiplying factor as given in Annexure 1 and 1B)	Work to be done in year:-					
		A Construction only	B Design & Construction	Arbitration	Litigation			2009 -10	2010 -11	2011-12	2012-13 and beyond		
1													
2													
3													
4													



This information should be for all the works in progress including those listed in Annexure 2

- * Applicant (each member of the group) should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.
- ** This figure should also include the year-wise break-up of part value of works to be executed in the four years period (2009-10 to 2012-13) even if completion of such works spills over beyond 2012-13



Annexure 3:
Summary information of qualifications and experience of Key staff

[Reference Q 19 (a)]

Name of Applicant: _____ (member in case of group)

Discipline	Name and Qualifications	Group to which belongs	Years with Company	Experience in similar works (years)	Total Experience (Years)
Project Manager (Civil Engineer) (1)					
Dy. Project Manager (Station) (1)					
Senior Engineer(3)of which one must have experience Of Diaphragm Wall-Constn	1 2 3				
Construction Planning Engineer (1)					
Traffic & Utility Diversion Engineer (1)					
Civil Engineer(5)	1 2 3 4 5				
Structural Design Engineers (for design of Stations and D. Walls)	1 2 3				
Architect (1)	1				
Geotechnical Engineer(1)					
Environmental Specialist (1)					
Quality Assurance Specialist (1)					
Quantity Survey Expert (1)					
Safety Officer (1)					
Procurement Specialist (1)					
E & M Engineer (1)-mainly for Interfacing					
Others (give details)					

Note :- The figures indicated in the brackets against the Key Staff are minimum requirements



ANNEXURE 4

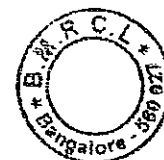
[Reference Question 23 (a)]

Name of Applicant: -

(Member in Case of Group)

No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actual as audited for previous five years					Projection for year 2009-10
		2004-05	2005-06	2006-07	2007-08	2008-09	
1	Total Assets						
2	Current Assets-Loans & Advances						
3	Paid up Equity						
4	Reserves						
5	Revaluation Reserves & special reserves if any						
6	Miscellaneous Expenditure not written off						
7	Total Liabilities						
8	Current Liabilities						
9	Current Liabilities + Provision						
10	Annual Gross Turnover(From construction contracts only including Design &Consultancy)						
11	Depreciation						
12	Profit before Interest and Tax						
13	PBDIT (Profit before Depreciation, Interest and Tax)						
14	Profit after Tax						
15	Total Debt (including current Liabilities) / Total Equity (including preference capital)						
16	Annual Net worth= (Paid up equity + Reserves-Revaluation Reserves- Miscellaneous Expenditure not written off)						

Note: The above information should be extracted from the certified Annual Financial Statement /Balance sheet/Profit & Loss Accounts which should also be enclosed for each member of the Group.



ANNEXURE 5
Equipment by Location

(To be given by each Member in case of JV/consortium)

Reference Question 25 (a)

Name of Tenderer (Name of Member in the group):									
Equipment type and Characteristics		Number available in India which will be made available for the proposed project						Number available elsewhere but will be made Available for the proposed work (Indicate the country in which available).	
S.No	(Equipments that can be made available for this work).	No.	Manufacture	Capacity	Year of Manufacture	Owned or Leased	Current Location		Expected to be freed from current location
1.	Diaphragm Wall Rigs Set								
2.	100 MT Crane with Clam Shell bucket Of 1 cu.m. capacity.								
3.	Tower Crane with minimum 30 metre radius of swing –boom-minimum 2 tonnes load at the edge.								
4.	Rock Breakers								
5.	Excavators- at least 0.8/1 cum bucket capacity								
6.	Heavy Duty Dumpers/Tippers								
7.	Heavy Duty Pay Loaders								
8.	Heavy Duty Dozers								
9.	Heavy Duty –Road/Pavement Rollers								
10.	Fully automatic and computerised Batching and Mixing plant (Minimum 30 cum/Hour) (To be erected/commissioned away from the Site.)								
11.	Concrete pumps/placers of 25 to 50 cum per hour capacity								
12.	Transit mixers								
13.	Crane 30/50 t capacity or above								
14.	Hydras 10 t capacity min.								
15.	Electrical Dewatering Pumps-more than 30 cum per hour with at least 40 metre head								
16.	Electrical Sump-pump with at least 40 m head								
17.	DG sets 500 KVA / 250 KVA								



BANGALORE METRO RAIL CORPORATION LTD.

(A Joint Venture of GOK & GOI)

3rd Floor, BMTC Complex, K.H.Road

Shantinagar, Bangalore-560 027 (India)

Telephone No. 080-22969300/301 Fax: 080-22969222

E'mail: bmrcldata@dataone.in Web site: www.bmrc.co.in

Tender No: BMR/UG/STN-MAJ Dated: 22.12.2009

BANGALORE METRO RAIL PROJECT, Phase-I

TENDER NOTIFICATION

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites International Competitive Bid Tender for the **DESIGN AND CONSTRUCTION OF UNDERGROUND METRO STATION AT MAJESTIC FOR BANGALORE METRO RAIL PROJECT –PHASE-1** Contract No-BMR/UG/STN-MAJ from reputed and experienced Contractors (JV/Consortium permitted) having previous experience in the works of similar nature, volume and complexity, completed during the last ten years ending 30.11.2009 relating to Design and Construction of Under Ground Metro Stations. Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Tender Package No:	Name of the work	Cost of Tender document	Earnest Money Deposit	Sale of Tender Documents	Last Date & time for submission of Tender
BMR/UG/STN-MAJ	DESIGN AND CONSTRUCTION OF UNDERGROUND METRO STATION AT MAJESTIC FOR BANGALORE METRO RAIL PROJECT –PHASE-1	Rs 1,00,000/- Or \$ 2,500	Rs. 17 millions (Rupees seventeen Million only) or \$360,000.	29.12.2009 to 13.01.2010 (Between 11.00hrs. &17.00 hrs-IST)	16.02..2010 (from 11.00 hrs. to 15.00 hrs (IST)

The Tender document will be available for sale from 11.00 to 17.00 hours on all working days from **29.12.2009** to **13.01.2010**. The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on a non refundable payment of **Rs.1,00,000/-** (Rupees One Lakh only) or \$ 2500 through Demand Draft or Pay-Order in favour of 'Bangalore Metro Rail Corporation Ltd.' payable at Bangalore.

The intending contractors are required to submit all the credentials and information as required in the Tender documents with the requisite **EMD (Earnest Money Deposit)** amount of **Rs. 17 millions (Rupees Seventeen Million only)** or U.S Dollar \$ 360,000 at the time of submission of the Tender.

Further details will be available on web site: www.bmrc.co.in from 23.12.2009.

Chief Engineer (Design & UG)
Bangalore Metro Rail Corporation Ltd.

BANGALORE METRO RAIL CORPORATION LIMITED**DESIGN AND CONSTRUCT CONTRACT OF UNDERGROUND STATION AT MAJESTIC FOR BANGALORE METRO RAIL PROJECT –PHASE-1****Contract No-BMR/UG/STN-MAJ****NOTICE INVITING TENDER**

To: <hr/> <hr/>	From: Managing Director Bangalore Metro Rail Corporation Ltd. 3 rd Floor, BMTC Complex, KH Road,
-------------------------------	---

Bangalore Metro Rail Corporation Ltd. (BMRCL) invites sealed tenders for Work of **DESIGN AND CONSTRUCTION OF UNDERGROUND METRO STATION AT MAJESTIC FOR BANGALORE METRO RAIL PROJECT –PHASE-1 Contract No-BMR/UG/STN-MAJ** The General Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of work is provided in Employers Requirement-Scope of Work.

2. Key details:

<i>Tender Security amount</i>	Rs. 170 Lakhs (INR 17 million) or U.S Dollar \$ 360,000
<i>Cost of Tender Documents (Non refundable)</i>	Rs 1,00,000/- or \$ 2,500
<i>Completion period of the Work</i>	33 Months
<i>Tender documents on sale</i>	From 29.12.2009 to 13.01.2010 (on all working days between 1100 hrs. to 1700 hrs. (IST)).
<i>Last date for Seeking Clarifications</i>	On or before 15.01.2010.
<i>Pre-bid Meeting</i>	At 11.00 Hrs. (IST) on 18.01.2010
<i>Date & time of Submission of Tenders</i>	From 11.00Hrs to 15.00 Hrs (IST) on 16.02.2010

<p>Date & time of opening of Tender <input type="checkbox"/> Only Package-1 and the Cover containing Tender Security will be opened on the mentioned date. Dates of opening of Package-2 (Technical Package) and Package-3 (Financial Package) will be notified to the successfully qualified eligible Tenderers in due course)</p>	<p>At 15.30 hrs (IST) on 16.02.2010</p>
<p>Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents</p>	<p>Chief Engineer (Design & U.G) Bangalore Metro Rail Corporation, Third floor, BMTC Complex KH Road, Shantinagar Bangalore-560027 Karnataka, INDIA.</p>

The tender documents can be obtained from the office of Managing Director, BMRCL, BMTC Complex, III Floor, K.H. Road, Shantinagar, Bangalore - 560027. Payment shall be made in the form of demand draft in favour of "Bangalore Metro Rail Corporation Ltd". payable at Bangalore.

3. The Tender documents consist of:

Package 1 – Eligibility Criteria cum PQ Package

- Qualification Requirements

Package 2 – Technical Package

Volume - 1

- Notice of Invitation to Tender (NIT)
- Instructions To Tenderers (ITT), including Annexure
- Form of Tender (Including Appendices)

Volume – 2

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

Volume-3

- Employers Requirement – Scope of Work
- Employers Requirement--Functional
- Employers Requirement - Design

- Employers Requirement – Construction
- Employers Requirement--Manufacture, Installation and Testing
- Employers Requirement--Appendices

Volume – 4

- Outline Design Criteria

Volume – 5

- Outline Construction Specifications

Volume—6

- Tender Drawings

Volume 7. Reference Documents

- Safety Health & Environment (SHE) Manual
- **Geotechnical Investigation Report (CD)**
- **Underground Utility Investigation Report (CD)**
- Foundation Details of Structures along the Alignment (30m corridor), including Bore Wells/ Open Wells/ Granaries etc. Investigation Report (CD)
- Trees Investigation report (within proposed works areas) (CD)
- Ground penetrating Rader (GPR) Survey Report
- Noise and Vibration Study Report
- Trial Blast Information

Package 3 – Financial Package.

- Pricing Document

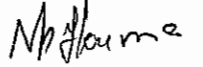
4 The submission of Tender-Documents consists of three packages:

- Containing Tender Security (Earnest Money Deposit) in the form of Bank- Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd', payable at Bangalore.
- Package-1 - containing Eligibility Criteria Cum Pre-Qualification Documents Package and submissions along with related information.
- Package -2 - containing Technical Package containing all Volumes of tender as mentioned in Para 3 above, duly filled in and sealed/stamped and signed on each page .
- Package-3 - Containing Financial Package and all related form of tenders with all rates and prices and other required data duly filled in and signed.

5. Tender documents are available on payment of a non-refundable fee of INR 1,00,000/- or US \$ 2,500 in the form of crossed demand draft issued from an Indian Schedule Bank (excluding Co-Operative Banks) or from a Schedule Foreign Bank as designated in Section-2 (e) of RBI Act-1934 read with Second Schedule drawn in favour of Bangalore Metro Rail Corporation Limited, payable at Bangalore.
6. Two sets of tender documents shall be issued out of which one set of tender documents along with the original Tender drawings and reference documents are to be submitted with the tender submittal un-tampered, duly signed and stamped on each page.
7. Tenders shall be submitted to the Managing Director, Bangalore Metro Rail Corporation Ltd., III Floor, BMTC Complex, K.H. Road, Shantinagar, Bangalore – 560 027, Karnataka State, India.
8. All Tenderers are hereby cautioned that tenders containing any deviation from contractual terms and conditions, specifications and other requirements, same as provided for in “the Instructions to Tenderers” and / or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be liable for rejection.
9. **On opening of the Outer Tender envelope, it will be checked whether it contains Tender Security, Eligibility Criteria cum PQ Package, Technical and Financial Packages separately or not. IN CASE THEY ARE NOT SEPARATE AND SEALED PROPERLY, THE BID OF THE SAID TENDERER SHALL BE SUMMARILY REJECTED.**
10. Late tenders, received after time of submission of bid on the specified date, shall not be accepted under any circumstances.
11. Applicant must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking during last 5 years. Also the applicant must not have resiled after award of contract.
12. Tenders shall be valid for a period of 180 days from the date of submission of Tenders and shall be accompanied with a tender security (Earnest Money Deposit) of the requisite amount in the form of a Bank Guarantee described in paragraph 13 of the Instructions to Tenderer.
13. A firm after purchase of the tender documents in their name, can submit the tender either as an individual firm or as a joint venture.
14. The Tenderer shall have to fulfil the minimum requirements specified in Para-2 of the Instructions to Tenderers and Evaluation Criteria described in Qualification Document.
15. The tender security will require to be submitted as per **Clause C 19** of the ‘INSTRUCTIONS TO

TENDERERS'.

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



Chief Engineer (Design & UG)

Bangalore Metro Rail Corporation Ltd.,

BANGALORE METRO RAIL CORPORATION LIMITED
DESIGN AND CONSTRUCT CONTRACT OF UNDERGROUND STATION AT MAJESTIC FOR
BANGALORE METRO RAIL PROJECT –PHASE-1

Contract No-BMR/UG/STN-MAJ

VOLUME 1

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

A. General.

A1. General Description of the Work

A.1.1 Bangalore Metro Rail Corporation Ltd (BMRCL) is the special Purpose Vehicle of Government of Karnataka and Government of India implementing the Phase I of the Bangalore Metro Rail Project. The sanctioned Detailed Project Report (DPR) envisages two corridors viz East-West corridor, of approximately 18.99 km length with 17 stations and North-South corridor of approximately 25.30 Km length with 24 stations, comprising of at-grade, elevated and under ground sections. The two corridors will cross at a common interchange station at Majestic. The train rakes interchange line between North-South and East-West corridors is also proposed at Majestic. The mode of traction power is 750V dc Third Rail. The track will be of Standard Gauge (1435mm). On the East- West corridor a maintenance depot along with full workshop facilities is envisaged at Baiyappanhalli, adjacent to the Eastern Terminal Station. On the North- South Corridor a depot proposed at Yeshwantpur on elevated section as per DPR has now been envisaged at Peenya 3.7km north of Yeshawanthpur, where adequate land is available. An Integrated Operation Control Centre (OCC) for both the corridors is proposed at Baiyappanhalli Depot and an optional Back-up Control Centre (BCC) at Peenya Depot. The complete work is proposed to be brought into operational use in various stages.

Construction of the elevated structures between MG Road station and the proposed Baiyappanhalli Terminal of East-West corridor has commenced in January 2007. Similarly earth filling, construction of boundary wall and internal roads etc. for the Baiyappanhalli maintenance depot has commenced during March 2008. Detailed designs of six stations on Baiyappanhalli to M.G. Road section of East-West corridor have been finalized and construction work for the same is going on. Similarly Detailed Design for balance all stations on East-West corridor (Reach 2) and 12 stations North-South corridor (Reach 3 & 4) have been completed and construction work started. Construction work on Viaduct portions of Reach-2, Reach-3 and Reach-4 have also started. Work for Power Supply and Distribution System, 750V DC Third Rail Traction Electrification and SCADA System and for Track Work have also been awarded. Tender for Design, Manufacture, Supply, Testing, Commissioning of Passenger Rolling Stock (Electric Multiple Units) and Training of Personnel for Bangalore Metro Rail Project has also been finalized and the work on the same started.. Tender for Design, Manufacture, Supply, Installation, Testing and Commissioning of Signalling/Train Control and Communication System have been finalized and work awarded. Work for Design, Manufacture, Supply, Installation, Testing and Commissioning of Automatic Fare Collection System and for Supply, Installation, Testing and Commissioning of Escalators at stations have also been awarded.

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
At Grade	0.35 Km	0.30 Km
Elevated	14.19 Km	20.63 Km
Underground	4.45 Km	4.37 Km
Total	18.99 Km	25.30 Km

The Project is financed through equity participation by the Government of India (GOI) and Government of Karnataka and loan from internal / external borrowing agencies.

A.1.2 The construction of Elevated Viaduct of East – West and North – South corridors is subdivided into contract packages, status of major contracts/tenders are as shown below:

Sl.No	Contract Package No.	Section	Corridor	Approximate length of Viaduct (excluding stations)	Contract
1.	BMRCL/VIA/EW/R1/1	Cricket Stadium to Baiyappanhalli	East– West Corridor	6.10 Km	Construction Only (work in progress)
2.	BMR/VIA/EW/R2-1	Mysore Road to Magadi Road	East– West Corridor	5.90 Km	Construction Only (work in progress)
3.	BMR/VIA/NS/R3-1	Yashwanthpur to Swastik	North– South Corridor	5.10 Km	Contract terminated
4.	BMR/VIA/NS/R4-1	K.R.Road to R.V Road	North– south corridor	3.70 Km	Design And Construction Only (work in progress)
5	BMRCL/VIA/EW/R1/1 (Balance Work)	Cricket Stadium to Baiyappanhalli (Balance Work)	East– West Corridor	6.10 Km	Construction Only (work in progress)
6	BMR/VIA/NS/R3-1 (Balance Work-458 Piles)	Yashwanthpur to Swastik	North– South Corridor	5.10 Km	Construction Only (work in progress)
7	BMR/VIA/NS/R3-1 (Balance Work-420	Yashwanthpur to	North– South	5.10 Km	Construction Only (work in progress)

	Piles)	Swastik	Corridor		
8	BMR/VIA/NS/R3-1 (Balance Work Excluding Piles)	Yashwanthpur to Swastik	North- South Corridor	5.10 Km	Construction Only- Tender under process
9	Underground –North –South Corridor	North of Majestic to South of City Market	North- South Corridor	3.85 Km	Work unbundled into no. of packages. Tendering in progress
i	Majestic- BMR/UG/STN-MAJ				Design &Construct(Tender – under process)
ii	Tunnel –N-S- including City Market and Chickpet Stations- BMR/UG/TUN-NS				Design &Construct(Tender under process)
iii	Simulation-(SES) BMR/UG-SES				Design Work (Tender under process)
iv	E &M works in all tunnels and underground stations BMR/UG-E&M				Design &Construct(Tender under process)
v	Ventilation work in tunnels and all underground stations. BMR/UG-Vent				Design &Construct(Tender under process)
vi	Air conditioning and ECS in all underground Stations BMR/UG-AC				Design & Construct (Tender under process)
10	Underground –East- West Corridor including all four underground Stations: BMR/E- W/UG-2		East- West Corridor		Tender under Finalisation
11	System-wide - contracts and other contracts stretching through out alignment of Metro Rails				
I	Signal & Telecommunication				Turn key work awarded
ii	Automatic Fare Collection system				Turn key work awarded
iii	Permanent Rail Track				Turn key work

					awarded
iv	Third Rail Power traction & Power Supply				Turn key work awarded
v	Escalators				Turn key work awarded
vi	Elevators				Turn key work under finalization
vii	Rolling Stock				Work awarded
vii	Signage & Graphics				Tender under process

The Construction of Elevated Viaduct does not include Viaduct in Station Portions (the Station and Transition span on either side of the Station).

The current status of Elevated Stations in East-West and North South Corridors is shown below

S.No	Section		Stations Covered	Contract
1.	East-West Corridor	Cricket Stadium to Byappanahalli.	MG Road, Trinity Circle, Ulsoor Road, Old Madras Road, CMH Road, Byappanahalli (6 Stations)	Construction Only-Work in progress
2.	East-West Corridor	Mysore Road to Magadi Road.	Mysore Road Terminal, Deepanjali Nagar, VijayaNagar, Hosahalli, Magadi Road and Tollgate (6 stations)	Construction Only-Work in progress
3.	North-South Corridor	Yashwanthpur to Swastik.	Yeshwanthpur, Soap factory, Mahalakshmi Nagar, Rajajinagar, Kuvempu Road, Malleswaram and Swastik (7 stations)	Construction Only-Work in progress-except Swastik
4.	North-south corridor	Shiv Shankar Circle in K.R.Road and R.V. Road End	K.R.Road, Lalbagh, South-End Circle, Jayanagar and RV Road Terminal. (5 stations)	Design and Construction - Work in progress

A1.3 The stretch of underground portion on North-South Corridor consists of underground stations, tunnels including ventilation and air conditioning, equipping, testing, commissioning (including Integrated Testing and Commissioning) of the under ground section in North - South corridor between Majestic Station (inclusive) and City Market station (inclusive). The total length of this Underground Section is approximately 3.94 Km and includes approximately 2.34 km of twin tunnels, 500 519 m of ramps, 1080 m of Cut and Cover Tunnel and three underground stations. The underground stations are Majestic (the interchange station between the North – South and East – West corridors which is completely included in the underground stretch of North-South Section but the Design and construct contact of Majestic is separated and is the

subject matter of this tender), Chikpet Station and City Market Station. The Majestic Station is basically three levels – lower track, upper track and concourse. As with the typical stations there will be entrance and vent shaft structures included. The whole work of stretch of under ground portion of North-South Corridor is subdivided in 6 packages of contracts as mentioned in Para A.1.2 (S.N0-9) of the table above.

This tender under consideration is for Civil works - Design and Construct Contract of underground Station at Majestic, which caters to the needs of both North-South and East-West Corridors of Bangalore Metro Rail Project

The Contractor shall be responsible for further development of the conceptual layouts of the station prepared by the GC and to develop the architectural, building services. While the responsibility for design, supply and installation of lifts and escalators, traction and auxiliary sub-station equipment, signalling/train control and communication system, automatic fare collection system, Electrical and Mechanical Building Services, Environmental Control System, Ventilation and SES will be that of other contractors, the Contractor for the proposed work of Design and Construction of Majestic Station will have to provide space and construct civil works needed for lifts, escalators, traction and auxiliary sub-station equipment, etc. The Contractor shall also provide for passenger movement and fire modes, etc., for these items including the electrical supply and interfacing control of these items in his design. He will lead the co-ordination with the other contractors who have to execute these items. Any related civil works, viz.; construction of sub-station rooms and buildings, shafts, cable gallery earth mats, inter-modal transfer development, etc., shall also be executed by this Contractor of City Market Station

The Scope of Work for the Design and Construct Contractor is further described in the Employer's Requirements (Scope of Work).

By this Tender Document, BMRCL invites sealed tenders for Design & Construct Contract of Under ground Station including necessary Diaphragm walls and all main and incidental work at Majestic, which is the interchange Station of both North-South and East-West Corridors of Bangalore Metro Rail Project -Phase-1 at Bangalore(India)

A.1.4 Interested contractors may submit the tender as a sole contractor or in joint venture, partnership or consortium (groups). The number of Joint Venture Members/ Consortium Members in a Group shall be restricted to **maximum three**. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. All the members of the Consortium or Joint Venture will be jointly and severally liable for the performance of whole Contract. International contractors **must have at least one Indian partner who has experience in any of the appropriate disciplines of the contract**. The applicant must associate local contractors experienced in requisite disciplines.

A.1.5 The successful Tenderer has to engage a Detailed Design Consultant (DDC) , who

must have successfully completed Detailed Design and Consultancy work for at least two Under Ground Stations of any Metro Rail Project.

In case the Applicant wants to utilize their own in-house capacity of Design and related work, they are required to furnish all credential and other required information, in order to qualify for the work of Design and Consultancy.

Detailed Design Consultant of the successful Tenderer must establish its office at Bangalore, if they don't have one at present, so that the proof-checking with the GC located at Bangalore can be done unhindered and expeditiously. The cost and expenses will be deemed to have been included in the fixed Lump Sum price in the Price Document and no separate payment will be made to the Contractor on account of Detailed Design Consultant. There is no bar for the chosen detailed design consultant to be a JV/ consortium member

A1.6 While the responsibility for design, supply and installation of lifts and escalators, traction and auxiliary sub-station equipment signalling/train control and communication system and automatic fare collection system will be that of other contractors, the Contractor for the proposed package BMR/UG/STN-MAJ will have to provide space and construct civil works needed for lifts, escalators, traction and auxiliary sub-station equipment, etc. The Contractor shall also provide for passenger movement and fire modes, etc., for these items including the electrical supply and interfacing control of these items in his design. He will lead the co-ordination with the other contractors who have to execute these items. Any related civil works, viz.; construction of sub-station rooms and buildings, shafts, cable gallery earth mats, inter-modal transfer development, etc., shall also be executed by Contractor BMR/UG/STN-MAJ.

A.1.6 It may be clearly understood and noted that

- (a) The tenders for other station contracts and other contracts, some of which are indicated in Para 1.2 will be invited separately and evaluated independently, and
- (b) The tenderers can submit their tenders for any number of tenders for different work packages. However, award of more than one tender to a tenderer will be at the discretion of BMRCL and will depend upon the capacity and financial soundness of the tenderer as judged by BMRCL to carry out simultaneously works of this magnitude BMRCL decision is final and binding

A1.7 The Scope of Work for the Design and Construct Contractor is further described in the Employer's Requirements.

A. 2.0 ELIGIBILITY REQUIREMENTS

A.2.1 This invitation to Tender is open to only those agencies who fulfill the qualification requirement as prescribed in eligibility criteria-cum-PQ Package (Package-1 of the tender document).

- A.2.2 The Tenderers shall prepare, complete and submit, Pre-Qualification Questionnaire together with required documents prescribed in the Tender.
- A.2.3 Each Tender shall submit only one tender either himself or as a members in a joint venture/ consortium for the Work. If the Tenderer submits or if any one of the members in a Joint Venture / Consortium participates in more than one Tender, both tenders will be disqualified.
- A.2.4 The applicant must meet the minimum eligibility criteria stipulated in Qualification Requirement for the purpose of qualification as eligible / qualified tenderers (see package 1 – Eligibility Criteria cum PQ).
- A.2.5 **Litigation History**
Details pertaining to litigation history will be evaluated over a 10 year period (last 10 Calendar years ending 30.11.09). An annual average of more than one litigation case in the last 10 years shall render the applicant to be disqualified.
- A.2.6 All tenders submitted shall include the following information:
- A.2.6.1 In the case of tender by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed in the Qualification Document along with the Pre-Qualification documents and Form Of Tenders as mentioned therein. The following requirements shall also be complied with:
- a. the tender, and, in the case of a successful tender, the Form of Contract Agreement, shall be individually signed so as to be legally binding on all members/constituents as the case may be.
 - b. in case of partnership, consortium or joint venture, one of the members shall be nominated as being In-charge as Lead or Prime member and this authorization shall be evidenced by submitting a power of attorney signed by the member or legally authorized signatories of all the members.
 - c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members shall be provided in case of a consortium/joint venture.
 - d. the partner In-charge (Lead Member) or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the member In-charge of Joint Venture or consortium.
 - e. all members of the joint venture or the consortium shall be liable jointly and severally responsible for the execution of the Contract.
 - f. in the event of default by any member in the case of a joint venture or a consortium in the execution of his part of the Contract, the member In-charge will have the authority to assign the

work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.

- g. a copy of the MOU agreement entered into by the joint venture/ consortium members duly notarized shall be submitted along with the tender as a part of Qualification Document with details of Lead Member, details of percentage participation and responsibility of each member etc.

A.2.6.2 To qualify for award of Contract, the Tenderers shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer or each member of the partnership, consortium or joint venture. In case of Foreign Partners, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy / High Commission.

A.2. 7 Each page of tender shall be signed by the authorized signatory.

A.2. 8 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Tenderer to the Engineer and the Employer

A.2.9 Each Tenderer, and all of its associates (if any) and all the members of the "Group" in case of joint venture/consortium will be required to confirm and declare in the Tender submittal they have not engaged in any fraudulent and corrupt practice as defined in Sub-Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

A. 3.0 COST OF TENDERING

A.3.1 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.

A.4.0 SITE VISIT :

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 work. 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 the tender documents. Certificate confirming visit to site shall be furnished with the Technical Package in the format as per Appendix FT-14 to Form of Tender.

A.4.1 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 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.

- A.2 The Employer may arrange a Site visit concurrently with the Pre-Tender meeting referred to in paragraph Clause C.26.
- A.4.3 Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- A.4.4 The Tenderer shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Tender.
- A.4.5 Geo-Technical Data and utilities statements furnished in Tender Document are based on the surveys conducted by BMRCL and for reference only. This is being a part of Design and Construction Contract. Tenderer is expected to satisfy himself with data furnished and if required carry out investigations independently for submitting his Tender. Any change in design or construction methodology later during execution on account of change will be borne by the Contractor.

The Tenderer shall note the existence of overground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed

The details of existence of utilities are charted utilities statement for which separate agency has been fixed by BMRCL and is beyond the scope of the present tender. However, shifting of utilities statement not indicated in the statement shall be the responsibility of the agency of the current Tenderer

A5 Qualification of the Tenderer

- A5.1 The Tenderers, to qualify for award of Contract, shall submit a written power of attorney authorising the signatories of the Tender to commit a firm or 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 update the following information submitted with their pre-qualification applications and continue to meet the minimum threshold criteria for pre-qualification:
 - a. a Memorandum of Understanding (to be duly registered in India by the successful tenderer) shall be provided which shall comprise the same members as that of the Memorandum of Understanding accepted at time of Pre-Qualification;
 - b. nomination of one of the members of the partnership, consortium or joint venture to

be in-charge (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 participation given by each member at the time of pre-qualification shall be provided and reconfirmed and expanded with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d. the member in charge (Leader) shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all members of the joint venture/ consortium.
- 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 submit a certified copy of the last 3 years (including latest Financial Year) income tax return duly acknowledged by Income Tax department in the Technical Package.

A5.5 Each Tenderer (each member in the case of a partnership, joint venture or consortium) or any associate is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void. Specific declaration to this effect exactly as per Appendix FT-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) of a firm or an organization mentioned in subparagraph (i) above.
- (iii) A firm or organization who lends or temporarily second its personnel to firms or

organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

A 5.8 The Employer requires that tenderers and contractors, as well as others associated with the tenders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy BMRCL;

(a) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a Contractor as ineligible, for a period determined by BMRCL, to be awarded a contract for any work of BMRCL if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract.

A6 One Tender per Tenderer

A firm shall submit only one tender either individually or as a member of a joint venture/group. No firm can be a subcontractor while submitting a tender individually or as a member of a joint venture/group in the same tender process. A firm, if acting in the capacity of subcontractor in any tender may participate in more than one tender, but only in that capacity. If a Tenderer submits a tender in his own name and at the same time as a member of a consortium/ joint venture, both tenderers will be disqualified.

B. Tender Documents

B1 Content of Tender Documents

B1.1 The Tender Documents as listed below, have been prepared for the purpose of inviting tenders for design and construction of all Permanent and Temporary Works in connection with Contract BMR/UG/STN-MAJ of the Bangalore Metro Rail Project and as more particularly described in these documents and consist of :

The Tender documents consist of:

Package 1 – Eligibility Criteria cum PQ Package

- Qualification Requirements

Package 2 – Technical Package

Volume - 1

- Notice of Invitation to Tender (NIT)
- Instructions To Tenderers (ITT), including Annexure
- Form of Tender (Including Appendices)

Volume – 2

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

- Special Conditions of Contract - Schedules

Volume-3

- Employers Requirement – Scope of Work
- Employers Requirement--Functional
- Employers Requirement - Design
- Employers Requirement – Construction
- Employers Requirement---Manufacture, Installation and Testing
- Employers Requirement---Appendices

Volume – 4

- Outline Design Criteria

Volume – 5

- Outline Construction Specifications

Volume—6

- Tender Drawings

Volume 7. Reference Documents

- Safety Health & Environment (SHE) Manual
- **Geotechnical Investigation Report (CD)**
- **Underground Utility Investigation Report (CD)**
- Foundation Details of Structures along the Alignment (30m corridor), including Bore Wells/ Open Wells/ Granaries etc. Investigation Report (CD)
- Trees Investigation report (within proposed works areas) (CD)
- Ground penetrating Rader (GPR) Survey Report
- Noise and Vibration Study Report
- Trial Blast Information

Package 3 – Financial Package.

- Pricing Document

B.1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender Submittal will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents. Forms which are permitted to be substituted in the Pricing Document with the Tenderer's own documents are given as Outline Documents.

B1 . 4 The contents of Geo-Technical Report and Utility Investigation Report and drawings are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions.

The accuracy or reliability of the documents and reports referred to above and of any other information supplied, prepared or commissioned at any time by the Employer or other in connection with Contract No. BMR/ UG/STN-MAJ is not warranted.

B2 Content of Supporting Documents

B2.1 The following reports containing site investigation information, utility investigation information are attached. The contents of these reports are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions. The tenderers' attention is specifically drawn to paragraph B2.3 below.

- Geotechnical Investigation Report (CD)
- Underground Utility Investigation Report (CD)
- Foundation Details of Structures along the Alignment (30m corridor), including Bore Wells/ Open Wells/ Granaries etc. Investigation Report (CD)
- Trees Investigation report (within proposed works areas) (CD)
- Ground penetrating Rader (GPR) Survey Report
- Noise and Vibration Study Report
- Trial Blast Information

The following documents and/or samples are available for inspection:

- (i) Geological Bore hole Drilling Core

B2.2 The Tenderer shall note the existence of overground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B2.3 The accuracy or reliability of the documents and reports referred to in this Clause B 2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with Contract BMR/UG/STN-MAJ is not warranted. The Tenderer's attention is drawn to sub-clauses 4.9 and 4.10 of GCC and clause 4 of SCC in this regard. The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Managing Director, BMRCL forthwith for clarification.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Outline Design Criteria, Outline Construction Specifications and

Tender Drawings, the Tenderer shall seek clarifications in writing from the Managing Director, BMRCL not later than 15th January 2009. 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 conducted in writing.

- B3.3 Except for any such written clarification by the Managing Director, BMRCL which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (i) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B4. Amendment to Tender Documents

- B4.1 Tenderers are advised that further instructions to Tenderers and addenda to the Tender Documents may be issued during the tender period. Without prejudice to the general order of precedence prescribed by Clause 1 of the SCC, 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.

- B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by 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 C2.3(a) to C2.3(j) below, and whether as supplements to, or amended versions of such documents.

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

C. Preparation of Tenders

C1 Language

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

C2. Submittals of Documents Comprising the Tender:

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

- Containing Tender Security (Earnest Money Deposit) in the form of Bank-Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd', payable at Bangalore.

- Package-1 - containing Eligibility Criteria Cum Pre-Qualification Documents Package and submissions along with related information.
- Package -2 - containing Technical Package containing all Volumes of tender as mentioned in NIT, duly filled in and sealed/stamped and signed on each page .
- Package-3 - Containing Financial Package and all related form of tenders with all rates and prices and other required data duly filled in and signed.

These shall be addressed to The Managing Director, BMRCL and submitted to the Office of The Managing Director, BMRCL at the address given in the NIT and Appendix FT-1 to 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 envelope marked as "Tender Guarantee" shall contain the original of Tender Guarantee.

Technical Package of this submission shall contain the documents referred to in paragraphs C2.2 (a); (b); (d) to (t) below and C2.3 only.

Financial Package shall contain the documents referred to in paragraphs C2.2 (c).

The Tenderer shall also submit a soft copy (CD in MS Office software format) of all the Tender submissions but in case of any discrepancy, the hard copy shall prevail.

C2.2 The Tenderer shall submit as his Tender the following documents, duly completed which in the event of acceptance of the Tender shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix FT-1 to the Form of Tender; Contract Conditions;
- (c) Appendix FT-2 to the Form of Tender: completed Pricing Document including the Tender Total, , Monthly Cash Flows, Pricing of Unqualified Withdrawal of Conditions, Qualifications, Deviations etc. (see paragraph C11, C16 and C23 below);
- (d) Appendix FT-3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);
- (e) Appendix FT-4 to the Form of Tender: Outline Safety Plan (see paragraph C5 below).
- (f) Appendix FT-5 to the Form of Tender: Outline Environmental Plan (see paragraph C6 below)
- (g) Appendix FT-6 to the Form of Tender: Tenderer's Technical Proposals (see paragraph C7 below);
- (h) Appendix FT-7 to the Form of Tender: Evidence of Professional indemnity Insurance;
- (i) Appendix FT-8 to the Form of Tender: The Structure of the Tenderer;
- (h) Appendix FT-9 to the Form of Tender: Project Management Plan and Staffing Schedules and Organisation Chart;
- (i) Appendix FT-10 to the Form of Tender: Schedule of Components Manufactured off-shore;
- (j) Appendix FT-11 to the Form of Tender: Tender Index (See paragraph C25 below);

- (k) Appendix FT-12 to the Form of Tender: Declaration for non-engagement of any agent, middleman or intermediary;
- (l) Appendix FT-13 to the Form of Tender: Statement of deviation including Undertaking;
- (m) Appendix FT-14 to the Form of Tender: Certificate Confirming Site Visit;
- (n) Appendix FT-15 to the Form of Tender: Certificate confirming Receipt of all tender addenda;
- (o) Appendix FT-16 to the Form of Tender: Certificate confirming submission of all Documents of Financial Package in Technical package with Price Left Blank.
- (p) One set of complete Tender documents (including all Addenda) untampered, signed and stamped on right hand bottom corner of each page and reference documents (CD) signed and stamped on CD (see paragraph B2 above. Supporting Documents referred in paragraph B2 will not form part of the Contract).
- (q) Any further documents which have been requested in accordance with paragraph B4.2 above.
- (r) Undertaking on copyright (see paragraph E2)

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (j) inclusive. Such documents will be used for the purposes 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 in accordance with paragraphs B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer (see paragraph A5.3 above);
- (b) Separate Tender Programme and proposed Design Submission Programme;
- (c) Proposed Construction Method Statement (see paragraph C10 below);
- (d) Details of works including specialised work proposed to be sub-contracted;
- (e) Details of providers of guarantees and warranties (see paragraph C20 below);
- (f) Details of Contractor's Equipment (see paragraph C14 below);
- (g) Proposals for use and reinstatement of Works Areas (see paragraph C15 below);
- (h) Documents amplifying the Contractor's Technical Proposals as described in paragraph 5 of Annex 3 to these instructions;
- (i) Details of proposed draft heads of agreement between the Tenderer and the proposed Designer;
- (j) 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;

C2.4 All deviations from the tender documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix FT-13 to the Form of Tender). All implicit and explicit deviations, remarks and comments mentioned elsewhere in the tenderer's proposal shall be treated as NULL and VOID and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix FT-13 to the Form of Tender) but not priced in the Annexure ITT-2 Part-2 Appendix-E, shall be treated as NULL and VOID and will be considered unconditionally withdrawn.

The Tenderer shall provide a valid and fully compliant proposal as detailed in the Employer's

Requirements. The Tenderer shall submit a detailed clause by clause commentary on all the clauses of the Employer's Requirements.

Tenderers shall note that their comments to the clause by clause commentary wherever given shall only be in the following form:

- Complied: "Complied" shall be indicated by the tenderer where the tenderer is able to comply fully with the clause.
- Noted: Where a clause merely provides information, and no other comment is necessary, "Noted" will suffice.
- Not Complied: Where the tenderer is not able to comply fully with certain clauses or has any observation or proposes an alternative design, "Not Complied" shall be indicated and comments if any of the tenderer shall be indicated in detail. All Clauses with status as "Not Complied" shall be included in the statement of Deviations (Appendix FT-13 to Form of Tender) and shall be priced in Annexure ITT-2 Part-2 Appendix-E.

Tenderer shall also note that:

- Any comment by the tenderer in the Clause By Clause Commentary, other than either of "Complied", "Noted" or "Not Complied" shall be treated as "Not Complied". Unless tenderer prices against such clauses in the Annexure ITT-2 Part-2 Appendix-E, the comment shall be considered as unconditionally withdrawn with no financial implications.
- Any "Not Complied" comment by the tenderer in the Clause By Clause Commentary which has not been included in the Statement of Deviations (Appendix FT-13 to Form of Tender) shall be treated as "Complied" with no financial implications.
- Any "Not Complied" comment by the tenderer in the Clause By Clause Commentary which has also been included in the Statement of Deviations (Appendix FT-13 to Form of Tender) but has not been priced in Annexure ITT-2 Part-2 Appendix-E shall be treated as null and void and deemed to have been unconditionally withdrawn with no financial implications.

A tender without a Clause by Clause Commentary as stated above, is liable to be treated as unresponsive and be rejected.

C2.5 There is 'NO' waiver and exemption from the Governments of Excise Duty, Taxes, other royalties, duties, Cess, Octroi/Entry Tax, and levies etc., payable to various authorities. In respect of Customs Duty, benefits as provided in the Notification No.7/2007-Customs dated 22.1.2007 read with Notification No.42/96-Customs dated 23.7.1996 shall be available for Bangalore Metro Rail Project.

Tenderer shall quote his Fixed Lump Sum Price inclusive of all taxes, levies, duties and other charges leviable and payable to the authorities as elaborated in Annexure ITT- 2 and also inclusive of all taxes to be deducted at source and those all inclusive price will be considered for the purpose of comparative evaluation of tenders. The Tenderer shall also give breakdown of his fixed lumpsum price clearly giving the Custom Duty, Excise Duty, Value Added Tax (VAT), Works Contract Tax (WCT), Octroi/Entry Tax and other levies/Cess etc; as elaborated in Annexure ITT-2.

If Excise duty on pre-cast elements are levied on the Contractor, the Employer will re-imburse the same on submission of documentary proof and a certificate that "no appeal for the refund at a later date from revenue authorities will be made".

The successful Tenderer shall maintain complete records of duties, other taxes, and levies etc payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

C2.6 Tenderers shall quote his price as elaborated in ITT-2.

C2.7 The Tenderer should note clause 22 of the SCC which describes the method of determining Interim Payments.

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.

C4 Outline Quality Plan

The Tenderer shall submit as part of his Tender an Outline Quality Plan illustrating the intended means of compliance with Appendix 6 of the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 14 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety Plan

C5.1 The Tenderer shall submit as part of his Tender an Outline Safety Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety procedures. The Outline Safety Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Section 6 of the Employer's Requirements-Construction (Volume 3) and Clause 7 of the SCC.

C5.2 The Outline Safety Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety Plan to be submitted in accordance with Clause 7 of the SCC.

C6 Outline Environmental Plan

C6.1 The Tenderer shall submit as part of his Tender an Outline Environmental Plan illustrating the intended means of compliance with the requirements of Appendix 10 to the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the

development of the more detailed document to be submitted under Clause 8 of the SCC. The Outline Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's environmental objectives with regard to the requirement of the Contract.

- C6.2 The Outline Environmental Plan shall be headed with a formal statement of policy in relation to environmental protection and shall be sufficiently informative to define the Tenderer's environmental plans and set out in summary an adequate basis for the submission of a detailed and comprehensive site environmental quality management plan to be submitted in accordance with Clause 8 of the SCC. The Outline Environmental Plan shall include the methods and procedures for monitoring the Environmental Impact of the Works under the Contract.

C7 Tenderer's Technical Proposals

- C7.1 The Tenderer shall submit with his Tender the Contractor's Technical Proposals as described in Annex ITT-3 hereto.
- C7.2 The Tenderer may be required to clarify the Contractor's Technical Proposals in accordance with paragraph E.3 during the evaluation of Technical Package such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer considers clearly conforming, will form part of the Contract.
- C7.3 Notwithstanding paragraph B3.2, and subject to paragraph B3.3 of these Instructions to Tenderers, the Employer is willing to hold a meeting or meetings with the Tenderer and his Designer for the purpose of discussing any matter relating to the form of structures which the Tenderer may wish to include in his technical proposals (including aesthetic considerations), provided that the Employer will only attend a meeting with the Tenderer's Designer if the Tenderer's representative(s) is also present. The Tenderer should address any request for a meeting to the Managing Director, BMRCL in writing not later than 4 weeks before submission of his Tender. The Employer will, as soon as practicable after receipt of such request, inform the Tenderer whether the Employer considers it appropriate for the requested meeting to be held. Such a meeting (if any to be decided by the Employer) will be held in the office of the BMRCL at Bangalore at prefixed time and date in the presence of BMRCL and GC representatives. The Employer will circulate to all Tenderers any written response it may decide to issue in relation to matters raised at any such meeting without identifying with whom the meeting was held.

C8. Designer

- C8.1 The Tenderer should note the requirements of obligations and warranties contained in Sub Clause 5.1 and 5.2 of GCC.
- C8.2 The design of the Permanent Works shall be undertaken by a designer (the Designer). The Designer should be the same entity that was included in prequalification application, unless approved otherwise by the Employer.

C8.3 The Tenderer shall submit with his Tender either the proposed terms and conditions upon which the Designer would be appointed in the event of acceptance of the Tender (excluding the financial and commercial terms thereof) or at least a statement of the heads (salient features) of such an agreement. The Tenderer should note that, if heads of agreement are supplied with the Tender, the Tenderer may be required to submit the agreement in its final form prior to award of the Contract.

C9. Tender Programme and Proposed Design Submission Programme

C9.1 The Tenderer shall submit with his Tender, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure ITT-1 to these Instructions to Tenderers.

C9.2 The Tender Programme shall be prepared in terms of weeks from the Date for Commencement of Works.

C9.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 6 of the SCC.

C9.4 The Tenderer shall submit with his Tender his proposed Design Submission Programme to cover the Design Phase. Such proposed programme shall:

- (a) be consistent with the Tender Programme and accord with Appendix 4 to the Employer's Requirements (Volume 3);
- (b) make adequate allowance for periods of time for review by authorities whose approval is necessary;
- (c) include a schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Tenderer intends to submit;
- (d) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other contractors (Designated Contractors) engaged in the design of the Project such that each contractor can complete his co-ordinated design in the knowledge that such design will be compatible and co-ordinated with others and allowing adequate time for the Employer's assessments and decisions.

The proposed Design Submission Programme submitted at the time of Tender shall be modified and developed as necessary during the Contract Period to incorporate the Employer's programme requirements in respect of review by the Employer and the Employer's Representative.

C9.5 The Tenderer's attention is drawn to the requirement of Clause 6 of the SCC and Section 9 of the Employer's Requirements - Design and the requirements that the Initial proposed Works Programme and Design Submission Programme shall be submitted within 30 days of date of issue of Notice to Proceed.

C9.6 The proposed Design Submission Programme shall not, in any event, be construed as a submission under Clause 6 of the SCC.

C10 Manufacture, Installation and Construction Methods

C10.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analysed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

C11. Monthly Payment Schedule

C11.1 The Tenderer shall submit with his Tender (Financial Package) Monthly Payment Schedule which shall show, in tabular form, the anticipated accumulated amount for Interim Payment. The Tenderer shall also submit monthly cash flows for the Contract. Both Monthly Payment Schedules and monthly cash flows shall be submitted for each currency of the Contract separately. The Monthly Payment Schedule shall be consistent with the proposed works programme.

C12. Sub-Contracts

C12.1 Sub-contracting, excluding design work and the items forming the Schedule of Provisional Sums, shall be generally limited to 50% of the Lump Sum price. For items other than those included in the Schedule of Provisional Sums, the terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

C12.2 For sub-contracts (other than those relating to Provisional Sum items) exceeding INR one hundred million each (evaluated by considering the total quantity required for the complete contract), it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer to the identity of the sub-contractor.

C12.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the Lump Sum Price.

C12.4 For items included in the Schedule of Provisional Sums, the Sub-Contractors shall be engaged in accordance with Clause 25 of the SCC.

C13. Project Management Plan and Staffing Schedule

C13.1 In order to ensure satisfactory execution, achievement of Key Dates and timely completion of the Works, the Tenderer shall submit an outline Project Management plan with his Tender. This Plan, in co-ordination with the Tender Programme, shall clearly demonstrate the Tenderer's proposed management system, methods, procedures, processes, organization, sequences of activities etc; required to meet the Key dates and the Completion Date. A narrative shall describe the sequence, nature and inter-relationship of the main activities including timing for exchange of information.

Within 30 days of the awarding of the Contract, the Contractor shall submit a detailed Project Management Plan. The Engineer shall review it and has the right to require necessary amendments to ensure that Key Dates will be met and that requirements for activities of the Concessionaire/Designated Contractors have been catered for.

C13.2 The Tenderer shall submit with his Tender a staffing schedule containing the names,

qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The Tenderer should note that the said staffing schedule shall not in any event constitute a submission under Clause 12 of the SCC and the Tenderer's attention is drawn to the provisions and requirements of that Clause.

C13.3 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C13.4 The successful Tenderer shall deploy those proposed management personnel and specialists, should they be not available for the Work, the successful Tenderer shall deploy an equivalent or superior experts (in qualification, experience and capability) acceptable to the Employer and subject to the written prior approval of Employer.

C14. Contractor's Equipment

The Tenderer shall submit with his Tender a schedule of the main items of Equipment which he intends to use for carrying out the Works, indicating the activities for which each item will be used. The Tenderer shall specify in each case:

- (a) if he owns or intends to purchase such items, and
- (b) if he intends to enter into hire, hire purchase or leasing or charter-party arrangements.

C15. Proposals for Use and Reinstatement of Work Areas

C15.1 The Tenderer shall note the requirements of the Land Acquisition Act, 1894.

C15.2 The Tenderer shall submit with his Tender details of his proposed use of the Work Areas as described in the Employer's Requirements (Vol. 3) and other areas which he will use for the purpose of executing the Works. Such details shall be subject to the provisions of the Employer's Requirements, Outline Design Criteria and Outline Construction Specifications and shall include proposed preparatory work, arrangements for access to and about the Work Areas or other areas and proposals for reinstatement on completion where appropriate.

C15.3 The Tenderer shall show, in outline, his proposed site layouts for:

- (a) accommodation and other facilities.
- (b) fabrication and storage areas.
- (c) concrete batching plants.

The Tenderer shall indicate his proposals for the provision of utility services to the Site. The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services necessary for the construction and completion of the Works as described in Appendix 8 to the Employer's Requirements (Volume 3).

C15.4 The Annexure ITT-2 to the Instructions to Tenderers, should also be duly signed and accepted on each page by the tenderer and enclosed in Technical Package as a token of

accepted ITT , but without filling/mentioning the prices/rates or with Price blanked off on the same with a remark that the completed Pricing Document being submitted as Appendix FT-2 to the Form of Tender in the Financial Package-Pricing Document only.

C16. Pricing Document

C16.1 The Pricing Document is included in Annexure ITT-2 to these Instructions to Tenderers. The Tenderer shall complete the Pricing Document in accordance with the instructions given therein and elsewhere in the Tender Documents. The completed Pricing Document shall be submitted as Appendix FT-2 to the Form of Tender in the Financial Package-Pricing Document only.

C16.2 The Tenderer is to note that Key Dates are to be determined by reference to periods from the date for commencement of the Works. Periods for each stage of work are given in Attachment to Appendix FT- 1 to the Form of Tender. Key Dates shall be, likewise, determined by reference to the respective periods from the date for commencement of the Works. It is the intention that, prior to Date of Commencement, Key Dates will be converted to calendar dates.

C16.3 Prior to award, the successful Tenderer shall reformat the Pricing Document and the Tender Programme, so as to correlate between these documents, as requested by the Employer.

C17. Currencies of Tender and Payment

C17.1 (a) The Tenderer shall quote the price for inputs to the Works, which are expected to be supplied from within India, including taxes, royalties, duties, cess, octroi/Entry Tax, and other levies payable to various authorities in India, in Indian Rupees.

(b) Maximum Number of currencies of payment shall be not more than four including local currency. Those currencies are U.S. Dollars, Euros, Japanese Yen and Indian Rupees.

C17.2 Interim payments will be certified and paid, in accordance with the provisions of Clauses 11.4 and 11.5 of GCC and Clause 22 of SCC in the currency shown in the Tender Total. The Tenderer's attention is invited to Clause 18 and 23 of SCC.

C17.3 For the purpose of comparative evaluation of the offers, all tender prices will be converted to Rupees as described in clause E6 of ITT.

C18. Tender Validity

The Tender shall be valid for a period of 180 days from the latest Date of Submission of Tenders. 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. 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.

C19. Tender Guarantee

C19.1 The Tenderer shall submit with his Tender a Tender Guarantee for the 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 Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the form given in Annexure ITT-4 to the Instruction to Tenderers. The Tender Guarantee shall remain valid for a period as specified in Appendix FT-1 to Form of Tender.

The Tender guarantee of a joint venture/consortium must be in the name of the joint venture/consortium submitting the tender. If the joint venture/consortium has not been legally constituted at the time of tender, the Tender Guarantee shall be issued in the name of lead member on behalf of the joint venture/consortium indicating names of all future members in the Bank Guarantee.

- C19.2 Any Tender not accompanied by an acceptable Tender Guarantee shall be summarily rejected by the Employer as non-responsive.
- C19.3 The Tender Guarantee of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Guarantee in accordance with Sub-Clause 4.2 of the GCC.
- C19.4 The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract has been signed with the successful Tenderer or at any time, at discretion of Employer after taking final decision on the process of tender.
- C19.5 The Tender Guarantee shall be forfeited:
- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
 - (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E5 below;
 - (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Employer.
 - (d) If the Tenderer fails to unconditionally withdraw any deviations, conditions, qualifications etc; at the price indicated by him in Pricing Document Annexure- ITT-2 Part 2 Appendix E.

C20. Guarantees and Warranties

- C20.1 The Tenderer shall submit full details of the identity of the proposed parties who would respectively provide or issue:
- (a) the Performance Guarantee 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;
- C20.2 If the Tenderer comprises a partnership, consortium or joint venture, a parent company of each member or participant will be required to execute the Undertakings and Guarantees referred to in sub-paragraphs (b) and (c) above.
- C20.3 Forms of the above documents are given in the Schedules to the Special Conditions of Contract.
- C20.4 The Contractor should note that all Guarantees, except Advance Payment Guarantee, shall be executed prior to signing of the Contract.

C21. Labour

The Tenderer's attention is especially drawn to Clause 6.1 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour and complying with the statutory Employment conditions.

C22. 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 design and construction of tunnels and stations; design of station and viaduct; construction of station and viaduct; design, manufacture and supply of Rolling stock; design, manufacture and installation of signalling/ Train control and Communication systems; design, manufacture and installation of Power supply, Traction Power, Power Distribution and Lifts and Escalators; installation of Track work; design, manufacture, supply and installation of Automatic Fare Collection, design and construction of Electrical & Mechanical including B.M.S.work at Majestic station, Air Conditioning and Ventilation work including that for SES for tunnel ventilation and ECS, etc;

C23. Rates for Major Items of Works/Activities, Labour, Plant and Machinery

C23.1 The Tenderer shall submit along with the Pricing Document in Appendix FT-2 to the Form of Tender (in the format provided in Appendix C of Annexure ITT-2), rates for the following:

- (a) major items of work/activities;
- (b) daily rates for skilled, semi-skilled and unskilled labour including Contractor's overhead charges, profits, etc., and
- (c) hourly rates of use of major plant and machinery regularly employed on works of similar nature.

Some of the work not covered under anywhere else, shall be required to be carried out as per rates mentioned in Appendix- C of Annexure ITT-2 on Day work schedule basis as per instruction of the Engineer.

C23.2 The above rates shall be inclusive of all charges such as fuel, operator's costs etc; but exclusive of Contractor's profit, overheads, etc. which will be added to the rate described in paragraph C23.1 above by percentage specified in Appendix B to Annexure ITT-2. The Tenderer should note that he shall be required to clarify these rates during tender clarification process. Subject to such discussions and any revisions that may be agreed, the Employer will incorporate these documents or a part or parts of them into the Contract as part of the Pricing Document. The Tenderer should note that these rates shall, if approved by the Employer, only be used for valuing variations and valuing such items of the Provisional Sums which are procured or executed on a Day work basis.

C23.3 **Some of the work, which do not come under purview of the Fixed Lump sum Price quoted under Appendix A, but required to be carried out by the Contractor due to his interface-obligation with other designated contractors and for miscellaneous work including Road Diversion and Utilities Diversion, etc , not coming under his Scope of Work as clearly described in the document of Employer's Requirement --Scope of the Work, will be accommodated as Provisional Sum under Appendix- B to ITT-2 . The item of work under this Appendix-B2 will be as per Schedule of Rates of Karnataka Public**

Works Department as applicable for year 2007-08 in Bangalore Area and as increased/decreased by % above or below the Scheduled Rates as quoted by the Tenderer for the Provisional Sum mentioned in Appendix –B to ITT-2.

C24. Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract.

C25. Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Contract BMR/UG/STN-MAJ: Technical Package and Contract BMR/UG/STN-MAJ: Financial Package, that the Tenderer intends to be the responses to each and every one of those requirements.

C26 Pre-Tender Meeting

C26.1 The tenderer or his official representative will be invited to attend a Pre-Tender meeting on the date and time indicated in the NIT and Appendix FT-1 to the Form of Tender. A site visit will be arranged by BMRCL starting from their office and visiting various spots on the alignment at BMRCL's cost on date of Pre-bid Meeting. Tenderers wishing to avail the same may do so. Separate individual site visits for each tenderer shall not be arranged by BMRCL.

C26.2 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.

C26.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than two days prior to the date of Pre-Bid Meeting.

C26.4 The text of the questions raised and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4 and not through the minutes of the Pre-Tender meeting.

C26.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C27 Format and Signing of Tender

C27.1 The Tenderer shall prepare one original and two copies of the documents comprising the tender, as described in paragraph C2 of these Instructions to Tenderers clearly marked "ORIGINAL", "COPY 1" and "COPY 2". In the event of discrepancy between them, the original shall prevail.

C27.2 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 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.

C27.3 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.

C28 DELETED

C28.1 DELETED

D. Submission of Tenders

D1 Sealing and Marking of Tender

D1.1 The Tenderer shall seal the original and each copy of the Eligibility Criteria cum PQ Package and the Technical 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 Financial Package in separate envelopes duly marking the envelopes as "Original", "Copy 1" and "Copy 2". The envelopes of all the Technical Packages shall then be sealed in an outer envelope and marked as "Technical Package". Likewise the envelopes of all Financial Packages shall be sealed in an outer envelope. Thus there will be one outermost envelope containing one Tender Guarantee Envelope and three outer envelopes inside, each of which in turn will have three envelopes inside, totally in all shall be thirteen envelopes excluding the Outer-most Covering envelope/packet.

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 Ltd,
3rd Floor, BMTC Complex
K.H.Road, Shantinagar,
Bangalore 560 027,
Karnataka State, India

Having clearly mentioned/marked on respective Package as

((a) Tender Reference No.-BMR/UG/STN-MAJ Containing Tender Security (Earnest Money Deposit) in the form of Bank- Guarantee in favour of 'Bangalore Metro Rail Corporation Ltd', payable at Bangalore.

(b) Tender Reference No BMR/UG/STN-MAJ - Package-1 - Containing Eligibility Criteria Cum Pre-Qualification Documents Package and submissions

along with related information-**Not to be opened before 3=30 PM (IST) on 16-02-2009.**

(c) **Tender Reference No.- BMR/UG/STN-MAJ Package -2 -** containing Technical Package containing all Volumes of tender as mentioned in NIT, duly filled in and sealed/stamped and signed on each page **-Not to be opened ..**

(d) **Tender Reference No.- BMR/UG/STN-MAJ Package-3 -** Containing Financial Package and all related form of tenders with all rates and prices and other required data duly filled in and signed **-Not to be opened-.**

Along with clear mention of Name and address of the Tenderer on the envelopes to enable the Tender to be returned unopened in case it is declared late pursuant to paragraph D2.

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 by the Managing Director of the BMRCCL, at the address specified above, not later than the date and time specified in NIT and Appendix FT-1 to Form of Tender. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2.2 Any Tender received by Managing Director of the BMRCCL, 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 "MODIFICATION" or "WITHDRAWAL", as appropriate.

D3.3 No Tender may be modified by the Tenderer after the deadline for submission of Tenders.

D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in 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 containing Cover of Tender Security and Package-1(Eligibility Criteria cum PQ) including modification, substitution and withdrawal made pursuant to sub-paragraph D 3.2 with respect to Package-1 exclusively, if any , will be opened in public, at the time and

date as specified in NIT and Appendix FT-1 to Form of Tender in the Office of BMRCL, BMTC Complex, Shantinagar, 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.

The envelope containing the Technical Package of the Tender including "MODIFICATION" if any, will be opened on a date to be notified by the Employer after being satisfied of Eligibility and PQ requirement of the Tenderers.

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.

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 the Employer at the opening. The Tenderer's designated representatives who choose to attend will be required to sign the record.

The sealed Financial Packages of all Tenders 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 the Employer's policy in respect of comparison of tenders is that the Package-1, that is Pre-Qualification Documents and Eligibility Criteria Package will only be opened on the dates of opening of tender as specified, after satisfying the availability of adequate Bank Guarantee as Tender Guarantee. After necessary review of the PQ Cum Eligibility Criteria, the Tenderers who are found eligible and qualified, will only be intimated about date of opening of their Technical Package. On the date, such notified by the Employer, Technical Packages will be opened and reviewed to determine their acceptability and responsiveness to the Employer's Requirements and Tender Drawings. Unacceptable and unresponsive tenders will be rejected and the corresponding Financial Package will be returned unopened.

- E1.2 The Tenderer is to note that Financial Package of the tender submissions of which Technical Package has satisfied the review in sub-paragraph E1.1 will be opened. The date time and place of opening will be advised to 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 the Employer. The Tenderer's designated representatives who choose to attend will be required to sign the record.
- E1.3 Tenders which are not accompanied by a valid Tender Guarantee, or are accompanied by an unacceptable or fraudulent Tender Guarantee shall be rejected. Technical and Financial Packages 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 and Copyright**

The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications, are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. The tender drawings and documentation prepared by the Employer and the Employer's General Consultants 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 and the Employer's General Consultant. A letter of undertaking is attached in Instructions to Tenderers – Annexure ITT-5 and shall be completed by the Tenderer and returned in Tender Package 2-Volume-1.

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, including breakdown of unit rates. 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 E5.

E4 Examination of Tenders and Determination of Responsiveness

E4.1 General Evaluation: Prior to the detailed evaluation of tenders, the Employer will determine:

- (i) whether each tender is accompanied by the required Tender guarantee or not,
- (ii) whether each tender has been properly signed or not;
- (iii) whether tenderer has earlier passed in Prequalification requirement for Design and Construct Contract of Under ground station at Majestic (Contract BMR/UG/STN-MAJ).
- (iv) Whether the tender contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for prequalification or not;

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

E4.2 Evaluation of Technical Package:

The Employer will evaluate the technical proposal to determine the technical suitability and acceptability as per Requirements of the Tender Document of only such tenderers who qualify based on E4.1 above.

E4.2.1 Evaluation of Responsiveness

The Employer will determine whether each tender is substantially responsive to the requirements of tender documents. A substantially responsive tender is one that conforms to

all the terms, conditions and specifications of the Tender documents, without material deviation 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, is inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or
- (iii) 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.

E4.2.2 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 as mentioned in Attachment to Form of Tender FT-1.

will be deemed non-conforming and shall be rejected.

E4.3 Tenders which are

- not fulfilling the General Evaluation Criteria as per E4.1 above,
- not substantially responsive as per E4.2.1 above and
- not fulfilling the qualifying conditions as per E4.2.2 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.

E4.4 If any Technical Proposal is rejected, pursuant to paragraph E4.3 above, the Financial Package of such Tender shall be returned unopened.

E4.5 Employer's requirement will not ordinarily be changed after opening of the Tender. However, under exceptional circumstances, If any major change in the Employer's Requirements is considered necessary during evaluation of the Technical Package, the Employer's concurrence will be sought for making the change and advising all 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. After receipt of Employer's concurrence, all the Tenderers will be given an opportunity to revise their sealed, unopened financial package. The "revision" of financial package, if any, shall be opened along with the original financial package.

E4.6 The Employer reserves the right to accept or reject any variation, deviation or alternative offer.

Variations, deviations, alternative offers and other factors which do not result in benefits to the Employer shall not be acceptable.

E5 Correction of Errors

E5.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

E5.2 The Tender Total and the Fixed Lump Sum Price stated by the Tenderer in works (in the Tender Total Page) shall prevail. Any adjustment needed including, if necessary, in the Tender Total, shall be made by the Employer. **Similarly, Total Amount for unqualified withdrawal of Conditions, Qualifications, Deviations etc. (Appendix E to Annexure ITT-2) will be checked by the Employer for any arithmetic errors. Total Amount stated by the Tenderer (at the bottom of table) shall prevail. If arithmetical errors are discovered in the amount of increase or decrease for unqualified withdrawal of each condition, qualification, deviation etc. corrections will be made by the Employer proportionably to the amount of each item.** If the Tenderer does not accept the corrections, his Tender will be rejected, and the Tender Guarantee shall be forfeited.

E6 Conversion to Single Currency for Comparison of Tenders

Tenders will be compared in Indian Rupees only. This will be achieved by converting the Foreign Currency portion into Rupees at the Bill Selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal and then adding the same to the Rupee portion of the Tender.

E7 Evaluation and Comparison of Tenders

E7.1 Technical Evaluation:

The Employer will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those that comply with the requirements of the Employer and are substantially responsive, in accordance with paragraph E4, will be evaluated.

E7.2 Financial Evaluation:

The Employer will adjust the Tender Total to take into account:

- (a) Corrections for errors pursuant to clause E5 of ITT and
- (b) Pricing of unqualified withdrawals of conditions, qualifications, deviations etc; in accordance with Pricing Document Annexure ITT-2 Part 2 Appendix E and subject to clause C 2.4 of ITT for the purpose of comparative evaluation of Tenders.

Price Variation that may accrue during the period from the date of Tender Submission will not be considered in the evaluation.

E7.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E8 Indigenisation

E8.1 Tenderers are encouraged to involve domestic firms in the Construction organisation and

procurement processes. The requirement of technology transfer shall be as given in Clause 16 of the Employer's Requirements – General, if any.

F. Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer may award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirement contain in the Tender Documents and who has offered the Lowest Evaluated Tender Price as per paragraph E4 and E7 provided that such Tenderer has been determined to be:

- (i) eligible in accordance with the provisions of paragraph A2; 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 Annexure ITT-2 Part-2 Appendix-E.

F1.3 DELETED

Unconditional discounts, if any, will be taken as a reduction in the fixed Lump Sum Price as well as the Tender Total for that Contract and taken into account for the purpose of comparison of Price.

F1.4 The Tenderer whose Tender is determined to be the Lowest Evaluated Tender may be requested to amplify, explain or develop its Outline Safety Plan, Outline Environment 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 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 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 as per clause F4.

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 C18, the Employer will notify the successful Tenderer by

facsimile 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 name the amount which the Employer will pay 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 by the Contract.

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 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 Guarantee, Parent Company Guarantee and Warranties

F5.1 The Performance Guarantee required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the types and proportions of currencies in which the Contract Price is payable. The Performance Guarantee shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

F5.2 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.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Guarantee.

F6. Provision in DPR (Detailed Project Report)

There is a provision of Rs 112 Crores in the DPR, which is under revision, for Majestic Station.