

Tender No: BMRCL/Phase-2/Reach-6/UG/TNL&STN/ (R6-CC-02)-RT03/2018/38



Driving Bangalore Ahead

BANGALORE METRO RAIL PROJECT, PHASE-2

“Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”

BMRCL/Phase-2/Reach-6/UG/TNL&STN/(R6-CC-02)-RT03/2018/38

JUNE 2018

Technical Proposal – Volume-1



Bangalore Metro Rail Corporation Limited

Technical Proposal – Volume - 1

TENDER NOTIFICATION NO: BMRCL/Phase-2/Reach-6/UG/TNL&STN/(R6-CC-02)-RT03 / 2018/38 Dated 26-06-2018

Name of the Work: “Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery Road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”

**BANGALORE METRO RAIL CORPORATION LTD.**

(A Joint Venture of GOK & GOI)

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

Shantinagar, Bangalore-560 027 (India)

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

Email: contracts@bmrc.co.in Web site: www.bmrc.co.in**BANGALORE METRO RAIL PROJECT, Phase-2
TENDER NOTIFICATION**

Bangalore Metro Rail Corporation Ltd., (BMRC) a Joint Venture of Government of Karnataka and Government of India, invites sealed tenders **(Single stage – Two Envelope System)** from eligible, qualified, reputed and experienced Contractors **(JV permitted)** having previous experience in the works of similar nature, volume and complexity completed during the last TEN years **as on date of submission** of the tender for the work of “Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery Road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”

Key Details of the Tender:**Tender Notification No: BMRCL/Phase-2/Reach-6/UG/TNL&STN/(R6-CC-02)-RT 03/2018/38 Dated 26-06-2018**

Sl. No	Tender Name/ Name of Work	Period of completion of work	Amount in INR			Sale of Tender Documents	Date & time for submission of Tenders
			Estimated Cost of work	Cost of Tender Document	Tender Security Amount		
1	“Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery Road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”	42 Months	INR 1105.42 Crores	INR 56,000 (Rupees Fifty Six thousand only)	INR 11.06 Crores	26.06.2018 to 07.08.2018	07-09-2018 (from 11.00 Hrs. to 15.00 Hrs (IST)

Note:

1. Tenderers can download Tender document against online payment for Rs.56,000/- (Rupees Fifty Six Thousand Only) inclusive of GST, from BMRC website www.bmrc.co.in from 26.06.2018 until midnight of 07.08.2018. The procedure for online download is available in our webpage: www.bmrc.co.in
2. The Tenderers can also obtain **login password** on all working days from 11.00 to 17.00 hours during sale period mentioned above from the Registered Office of BMRC, BMTC Complex, Shantinagar, Bangalore-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs.56,000/- (Rupees Fifty Six Thousand Only) issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of '**Bangalore Metro Rail Corporation Limited**', payable at **Bangalore**.
3. The intending Tenderers are required to submit all the credentials and information as required in the Tender documents with the requisite Tender Security Amount as mentioned above at the time of submission of the Tender in the prescribed format as mentioned in Instructions to tenderers (ITT).
Further details will be available on web site: www.bmrc.co.in from 26-06-2018.

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd.

BANGALORE METRO RAIL CORPORATION LIMITED**TO****FROM**

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

Sub: “Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery Road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”

Tender Notification No: BMRCL/Phase-2/Reach-6/UG/TNL&STN/(R6-CC-02)-RT 03/2018/38 Dated 26-06-2018.

NOTICE INVITING TENDER (NIT) - SECTION – A

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites sealed tenders (**Single stage – Two Envelope System**) from eligible, qualified, reputed and experienced Contractors (**JV permitted**) having previous experience in the works of similar nature, volume and complexity completed during the last **TEN** years **as on date of submission of tender** for the work of **“Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery Road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”**

1. Key Details:

SI No	Description	
1	Estimated Cost of work	INR 1105.42 Crores
2	Tender Security Amount	INR 11.06 Crores
3	Completion period of Work	42 Months
4	Cost of tender document	INR 56,000 (Rupees Fifty six thousand only)
5	Sale of Tender documents	From 26/06/2018 to 07/08/2018
6	Pre-bid meeting	16/07/2018 at 11.00 hrs
7	Last date of Seeking Clarification	17/07/2018 at 17.30 hrs
8	Contact person and Place for – (a) Purchase of Tender documents (b) Pre bid Meeting (c) Seeking clarifications & Submission of tender	General Manager (Contracts), Office of the Bangalore Metro Rail Corporation Limited, Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560027, Karnataka, India Email: contracts@bmrc.co.in
9	Date & time of submission of tender	07/09/2018 from 11.00 hrs to 15.00 hrs
10	Date & Time of opening of tender	07/09/2018 at 15.30 hrs (IST)

2. **Source of Funds:** BMRCL is applying Loan from bilateral/multilateral funding agency/agencies (EIB and AIIB) hereinafter called “Funding Agency (ies)” towards the part cost of the Project, and intends to apply a portion of the proceeds of the loan to payments under this contract. Disbursement of the loan will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable guidelines of Funding Agency. No party other than BMRCL shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above **Loan** Agreement will cover only a part of the project cost. **The remaining portion shall be financed through equity participation by the Government of India and Government of Karnataka and other appropriate means.**

3. The Tender documents consist of:

Technical Proposal (Volume -1)	
Section -A	Tender Notification
„	Notice Inviting Tender (NIT)
Section -B	Instruction to Tenderers (ITT)
Section -C	Eligibility cum Qualification Criteria (EQC)
Section -D	Form of Tender (Including Appendices)(FTT)
Section -E	General Conditions of Contract (GCC)
Section -F	Special Conditions of Contract (SCC)
Section -G	Schedules to Special Conditions of Contract
Technical Proposal (Volume -2)	
Section -A	Employer's Requirement
Section -B	Outline Design Specifications
Section -C	Outline Construction Specifications
Technical Proposal (Volume -3)	
Section -A	Tender Drawings
Technical Proposal (Volume -4)	
Section -A	Safety, Health & Environment (SHE) Manual (Reference only)
Section -B	Geo Technical Data & Utility details (Reference only)
Financial Proposal (Pricing Document)	
Form of Price bid, Preamble, Appendix -35, Pricing Document - Summary, Outline Description of Works , Breakup of Payment Schedule & Bill of quantities of Schedule C.	

4. Tenderers can download Tender document against online payment of Rs.56,000/- (Rupees Fifty Six Thousand Only) inclusive of GST, from BMRCL website www.bmrc.co.in from 26.06.2018 until midnight of 07.08.2018. The procedure for online download is available in our webpage: www.bmrc.co.in

Procedure for tenderers opting for online purchase of tender documents:

- Visit web site: www.bmrc.co.in
 - Register online. (one-time process)
 - Make payment through Gate Way as available in the website.
 - Down load, complete tender document.
 - Frequently check website and also registered mail for any Addendum/Corrigendum/Answered Pre bid queries.
5. The Tenderers can also obtain **login pass word** on all working days from 11.00 to 17.00 hours during sale period mentioned above from the Registered Office of BMRCL, BMTC Complex, Shanthinagar, Bangalore-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs.56,000/- (Rupees Fifty Six Thousand Only) issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of '**Bangalore Metro Rail Corporation Limited**', payable at Bangalore.

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

- Visit web site: www.bmrc.co.in
 - Enter login password obtained from BMRCL on submission of DD.
 - Down load, complete tender document.
 - Frequently check website and also registered mail for any Addendum/Corrigendum/Answered Pre bid queries.
6. **All Tenderers to note that only HARD COPY of Tender Proposals as per 9.2 and 9.4 of Instructions to Tenderer-ITT (TENDER DOCUMENT AS DOWNLOADED FROM OUR WEB SITE) duly signed and stamped along with the other qualifying documents should be submitted in person at the Place, date and time as mentioned in KEY DETAILS above. In case any tampering is found the tenderer will be disqualified.**
7. Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

8. **Tender Validity:** Tenders shall be valid for a period of **180 days** from the date of submission of Tenders.
9. **Tender Security.** Tender security shall be valid up to **240 days** from the date of submission of Tenders. Tenders shall be accompanied with a tender security of the requisite amount in the form of a Bank Guarantee **payable at Bangalore**. The pay orders/Bankers cheque and demand drafts drawn in favour of Bangalore Metro Rail Corporation Limited, Payable at Bangalore are also acceptable as described in clause C-12 and C-13 of the Instructions to Tenderer.
10. A firm after purchase of the tender documents in their name as mentioned (vide para 4 & 5 above) can submit the tender either as an individual firm or as a Joint venture. **Tenders are open to nationals of all countries**
11. BMRCL reserves the right to accept or reject any or all tenders without assigning any reasons. No tenderers shall have any cause of action or claim against BMRCL for rejection of their Tender.
12. Contract will be awarded to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents and who has offered the Lowest Evaluated Reasonable Tender Price.
13. Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

General Manager (Contracts)
(On behalf of Managing Director)
Bangalore Metro Rail Corporation Ltd

TECHNICAL PROPOSAL (VOLUME-1)

INSTRUCTION TO TENDERERS (ITT) - SECTION-B

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INSTRUCTIONS TO TENDERERS (ITT)**A GENERAL****1.0 INTRODUCTION**

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

The Phase-2 of Bangalore Metro Rail Project consists of Four Extensions to the existing lines and Two New Lines with a total length of 72.095 km and 61 stations.

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

The Project is financed through equity participation by the Government of India (GOI) and Government of Karnataka and loan from bilateral/multilateral funding agency/agencies (EIB and AIIB) hereinafter called "Funding Agency(ies)" towards the part cost of the Project, and intends to apply a portion of the proceeds of the loan to payments under this contract. Disbursement of the loan will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable guidelines of Funding Agency. No party other than BMRCL shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. The remaining portion shall be financed through equity participation by the Government of India and Government of Karnataka and other appropriate means.

1.1 This Tender is for Reach-6 Under Ground Tunnel & Stations i.e., proposed, "**Design & Construction of Underground structures (Tunnels & Stations) Shivajinagar Station (excluding) to Tannery Road Station (excluding) of Bangalore Metro Rail Project, Phase-2.**"

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

1.3 **Tenderers having a conflict of interest will be rejected.** Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if

- (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the work;
- (b) a tenderer has any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph (a) above; or
- (c) a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

2.0 INFORMATION & REQUIREMENTS

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

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

2.2 Litigation History

Details pertaining to litigation history will be evaluated for last 10 years ending **as on date of submission of tenders**. The Employer may, at his discretion accept/reject the tender based on Litigation history.

2.3 In the case of tender submittal by a joint venture, the required joint venture data must be furnished in the format prescribed in the tender along with the relevant Qualification documents as mentioned therein. The following requirements shall also be complied with:

- (a) In case of a successful tender, the Contract Agreement shall be individually signed so as to be legally binding on all members/constituents as the case may be.
- (b) One of the members shall be nominated as Lead member and this authorization shall be evidenced by submitting a power of attorney signed by all members or legally authorized signatories of all the members. Each JV member to give an authorization/undertaking letter indicating the nomination of lead partner of the JV for the purpose of this contract.
- (c) Details of the proposed joint venture in the form of a Memorandum of Understanding (MoU) signed by all participants will be required (format placed at Appendix-31). MoU should indicate the percentage participation and Works that will be executed by each member such as TBM Operation & Tunnel boring, Station structural works, casting of lining segment, Construction of temporary earth retaining structures, Construction of Launching/retrieval shafts, finishing works of stations shall be mentioned. The Lead member of JV should have at least 50% participation in the JV and other members should have at least 25% participation individually and totaling up to 100%.
- (d) The lead member 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 and the entire execution of the contract including payment shall be carried out exclusively through the Lead member in JV Account to be opened by the JV.
- (e) A copy of the MoU (as per Appendix -31) shall be submitted along with the tender for a JV. A copy of JV Agreement (as per Schedule-12) of Schedules to SCC will be entered (after award of contract) into by the joint venture members duly notarized and shall be submitted upon award of contract.

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

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

2.6 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.

2.7 GROUNDS FOR EXCLUSION:

Tenderers (either natural or legal persons including any of their subcontractors) shall not be awarded this contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they have been the subject of a conviction by **final judgment** for one of the following reasons:

- (a) where the tenderer is bankrupt or is the **subject of insolvency** or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
- (b) tenderer have not fulfilled their obligations regarding **the payment of social security contributions or taxes in accordance with the legal provisions of the country** where they are established or the Employer 's country.
- (c) where the Employer can demonstrate by any appropriate means a violation by the tenderer of applicable obligations in the fields of **environmental, social and labour law established by national law**, collective agreements or by the international environmental,

- social and labour law provisions;
- (d) where the Employer has sufficiently plausible indications to conclude that the tenderer has entered into agreements with other tenderer(s) aimed at **distorting competition**;
 - (e) where the tenderer has shown significant or **persistent deficiencies in the performance** of a substantive requirement under a prior public contract, a prior contract with the Employer or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
 - (f) tenderer have been convicted within the past five years by a court decision, which has the force of residential jurisdiction in the country where the project is implemented, of **fraud or corruption** or any other Prohibited Conduct committed during the procurement or performance of a contract, unless they provide supporting information together with their Covenant of Integrity which shows that this conviction is not relevant in the context of this project;
 - (g) **tenderer is listed for financial sanctions by the United Nations** and /or European Union for the purposes of fight against terrorist financing or threat to international peace and security;
 - (h) tenderer including JV Partners should not be **excluded by the EU Institutions** or any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Infrastructure Investment Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct as defined in the Covenant of Integrity.
 - (i) where the Employer can demonstrate by appropriate means that the tenderer is guilty of **grave professional misconduct**, which renders its integrity questionable;
 - (j) where a conflict of interest within the meaning of Clause-1.3 of ITT cannot be effectively remedied by other less intrusive measures;
 - (k) where a distortion of competition from the prior involvement of the tenderer in the preparation of the procurement procedure, as referred to in Clause-1.3 of ITT, cannot be remedied by other, less intrusive measures;
 - (l) where the tenderer has been **guilty of serious misrepresentation** in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required pursuant to Clause-2.8 of ITT; or
 - (m) where the tenderer has undertaken to **unduly influence the decision-making process** of the Employer, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

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

Any tenderer that is in one of the situations referred to in the above paragraph may provide evidence to the effect that measures taken by the tenderer are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the tenderer concerned will not be excluded from the procurement procedure.

For this purpose, the tenderer shall prove that it has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct, clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and taken concrete technical, organizational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

Tenderers will also be required to confirm and declare that no agent, middleman or any

intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

- 2.8 Tenderer and all of its associates (if any) and all the members of the “Group” in case of joint venture will be required to confirm and declare in the Tender submittal they have not engaged in any fraudulent and corrupt practice as defined in Sub-Clause 4.33 of the General Conditions of Contract 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.

Tenderers and all of its associates (if any) and all the members of the “Group” in case of Joint Venture are required as a condition of admission to eligibility, to execute and attach a Covenant of Integrity in the form indicated in Appendix 34.

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

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

- 4.0 **SITE VISIT, GEO TECHNICAL DATA, STATUS OF LAND & UTILITIES AND CASTING YARD:**

- 4.1 **SITE VISIT:**

(i) 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.

The tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

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

- 4.2 **GEO TECHNICAL DATA**

- 4.2.1 Geo-Technical Data in Tender Document are based on the surveys conducted by BMRCL and for reference only. The contents of Geo-Technical Data and drawings are for general information only and any interpretation of the results shall be construed as opinion only and not as representations or warranties as to the actual site or sub-soil conditions. For details refer to Section 2 of Outline Design Specification.

- 4.2.2 Tenderer is expected to satisfy himself with data furnished and if required, carry out investigations independently for submitting his Tender.

4.3 **STATUS OF LAND & UTILITIES:** The tenderer may please note the following:

- (i) The notification for land acquisition has been issued and is in process. The joint measurement work is under process and the final notification is awaited. The Tender for demolition of buildings is invited and awarded.
- (ii) In connection with shifting of water supply and underground drainage works, the estimate from BWSSB for shifting of water supply and UGD lines are being made and the amount will be deposited with BWSSB shortly.

Necessary permanent diversion of utility services shall be undertaken by Employer through separate contract. The contractor has to carry out the trial trenching work before commencement of work. All charted underground (including those revealed after trial trenching by the Contractor) and **overhead utilities will be arranged to be shifted by BMRCL**, within a reasonable time after completing trial trenching works by the contractor. Any damages arising out of delay in granting Right of way will be dealt with in accordance with GCC Clause 2.2 along with grant of suitable Extension of Time. However, during execution, if any, uncharted or left out utilities are met, the contractor shall temporarily support or temporarily divert or permanently divert. The temporary support work will not be paid and the diversion work only will be paid under Schedule D. The Contractor will liaise with the utility diversion contractor for carrying out the work expeditiously wherever required so that works at particular locations are not delayed. The traffic diversions will be carried out by the contractor in consultation with traffic police.

4.4 **CASTING YARD:** BMRCL has land parcel as follows:

Land near Peenya Depot (Location as shown in Drawing No: BMRCL/PH-II/R6-UG/GEN-CY-04). Extent of land about 23261 Sqm.

In case the tenderer desires to use BMRCL land (which will be handed over on **as is where is** basis), he may opt to do so for casting related works and any other works but not for setting up of labour camp. BMRCL land as mentioned above will be given **free of cost** for the duration of the original contract period and till such extended periods where extension of time is granted by BMRCL in accordance with clause 8.4.1 of GCC.

BMRCL will charge rent on land license fee basis per unit per annum at 5% of guidance value for the year 2016 as published by Government of Karnataka during the extended periods where extension of time is granted by BMRCL in accordance with clause 8.4.3 of GCC.

The levelling of the area, making access roads and other roads / pathways in the yard, getting power, water supply etc. has to be carried out/arranged by the contractor at his own cost. After completion of work, site clearance and restoring the area to original condition is the responsibility of the contractor and has to be done at his own cost. The contractor may visit this site before tendering.

If the contractor needs further area(s) for his activities, then he has to arrange for it at his own cost. **No additional land will be acquired by BMRCL for this purpose.**

B. TENDER DOCUMENTS

5.0 CONTENTS OF TENDER DOCUMENTS

- 5.1 The Tender Documents as listed below have been prepared for the purpose of inviting tenders for construction of all Permanent and Temporary Works in connection with **Tender No: BMRCL/Phase-2/Reach-6/UG/TNL&STN/(R6-CC-02)-RT03/2018/38 Dated 26-06-2018 of the Bangalore Metro Rail Project and as more particularly described in those documents.**

Technical Proposal (Volume -1)	
Section -A	Tender Notification
„	Notice Inviting Tender (NIT)
Section -B	Instruction to Tenderers (ITT)
Section -C	Eligibility cum Qualification Criteria (EQC)
Section -D	Form of Tender (Including Appendices)(FTT)

Section -E	General Conditions of Contract (GCC)
Section -F	Special Conditions of Contract (SCC)
Section -G	Schedules to Special Conditions of Contract
Technical Proposal (Volume -2)	
Section -A	Employer's requirements
Section -B	Outline Design Specifications
Section -C	Outline Construction Specifications
Technical Proposal (Volume -3)	
Section -A	Tender Drawings
Technical Proposal (Volume - 4)	
Section -A	Safety, Health & Environment (SHE) Manual (Reference only)
Section -B	Geo Technical Data, Utility details (Reference only)
Financial Proposal (Pricing Document)	
Form of Price bid, Preamble, Appendix -35, Pricing Document - Summary, Outline Description of Works , Breakup of Payment Schedule & Bill of quantities of Schedule C.	

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

6.0 CLARIFICATION ON TENDER DOCUMENTS

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

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

- 6.3 Tenderers should alert the Employer in writing with a copy to Funding Agency in case they consider that certain clauses or technical specifications of the tender documents might limit international competition or introduce an unfair advantage to some tenderers.

- 6.4 Pre-Bid meeting will be held on the date and time indicated in the NIT at BMRCL office in Bangalore. The tenderer /designated representative(s) may attend the pre-bid meeting. Clarification to tenderers queries will be transmitted IN WRITING promptly to all Tenderers who have purchased the Tender Document directly from the source. Any modification to the Tender Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITT 7.0. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

7.0 AMENDMENT TO TENDER DOCUMENTS

During the tender period, the Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be sent in writing by speed post/email to all prospective Tenderers, who have purchased the tender document. The amendments will also be uploaded in BMRCL website.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and list them in the tender submittal.

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

C. PREPARATION OF TENDERS

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

9.0 COMPOSITION OF SUBMITTALS

9.1 The Tenderer, on the date and time given in the Notice of Invitation to Tenderer shall submit sealed Outer Tender envelope (Envelope No-4), containing Tender Security (Envelope No-1), Sealed Technical Proposal (Envelope No-2) and Sealed Financial Proposal (Envelope No-3) separately and each envelope clearly super scribed with Tender Notification No., Name of the Work, Date of Submission of Tender, Date and Time of Opening.

Envelope-1: Tender Security. (Details in NIT and ITT Clause 13)

Envelope-2: Technical Proposal. (Details in ITT Clause 9.2)

Envelope-3: Financial Proposal. (Details in ITT Clause 9.4)

Envelope-4: Outer Envelope.

These shall be addressed to the General Manager (Contracts), BMRCL and submitted at the address given in the Notice of Invitation to Tenderer. For submission of the Tender, Tenderer(s) shall assign person(s) in writing to submit the Tender Document with proper authentication.

9.2 TECHNICAL PROPOSAL

The tenderer shall submit in Envelope-2 ONE Hard Copy of Technical Proposal (Volume-1, Volume-2 and Volume-3 of Tender Document as Downloaded from our web site) as mentioned above, duly signed, stamped on all pages and using the appropriate Submission Forms furnished in Forms of Tender. These Forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. All the documents of Technical Proposal shall be submitted untampered, signed and stamped on right hand bottom corner of each page as duly filled. BMRCL will not take cognizance of any additional information submitted if in the opinion of BMRCL, the additional information is not required or will affect the Tendering process materially.

9.2.1 The bidders should also submit the following:

- a) Annual Report and Financial Report.
- b) Memorandum and Article of Association of each firm.
- c) All Addendum & Corrigendum issued.
- d) All supporting documents as required for fulfilling the requirements of **Eligibility & Qualifying**.
- e) Details of providers of guarantees and warranties under sub-clause 4.2 of GCC.
- f) **Any other documents** which have been requested in the tender document as a part of the technical qualification.

***A Copy of the GPA duly notarized should be given. It should contain authority given by the Board of Directors that GPA is for the signatory of the tender with full powers. The said GPA should have come into force prior to the date of submission of Tender. In case of JV, Power of Attorney, MoU/JV Agreement and functional division of work between members are to be submitted.**

9.2.2 Technical Details

9.2.2.1 The details should cover the following:

- (i) Understanding and comprehension of the work involved.
- (ii) Conceptual Design notes and calculations of permanent works & temporary works as covered in scope of work.
- (iii) The general approach and methodology proposed for carrying out the works covered in the Scope of Work.

- (iv) A detailed overall Work Programme in terms of weeks from Commencement Date of Works and a bar chart indicating the duration and timing of all major activities shall be prepared and submitted along with the tender. Bar chart shall be made showing the activity to be performed along with duration of each activity. Broadly all the major activities required for carrying on the work should be shown.
The Works Programme given in the tender shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the Employer's requirements.
- (v) **TUNNEL BORING MACHINES:** The TBM shall be robust with adequate safety margins for the anticipated duty, designed and manufactured to comply with all safety standards. The TBM proposed to be deployed (hired/owned) must be capable of efficient excavation and installation of support within the expected site and ground conditions. This includes soil, rock, soil/rock mixture and existing EBS (notably wells) all mainly below the groundwater table. (For further compliance of tender requirement of TBMs, refer Outline Construction Specification, Clause 8.2.)
- (vi) The Tenderers shall submit their corporate quality policy document duly signed by the authorized person. The Tenderers shall submit an Outline QUALITY PLAN, illustrating the intended means of compliance as per quality system elements as required by ISO 9001 – 1994 – “Model for Quality Assurance in Design, Development Procurement, Installation and Servicing”.
- (vii) The tenderer shall submit as part of his tender an Outline SAFETY, HEALTH AND ENVIRONMENTAL PLAN separately illustrating the intended means of compliance with the proposed method of achieving the Safety, Health and environmental objectives with regard to the requirement of the contract. The Outline Safety, Health and Environmental Plan shall be headed with a formal statement of policy in relation to Safety, Health and Environmental Management separately and signed by their authorized representative. The contractor should associate themselves with any Safety checks undertaken by the Employer or Authorized Representative nominated by it for Safety and take necessary steps for improvement/confirmation.

Notes:

All the documents of Technical Proposal detailed above shall be submitted untampered, signed and stamped on right hand bottom corner of each page as duly filled. All the submittals are to be properly hard bound.

- 9.2.2.2 All deviations from the tender documents, remarks, comments etc. shall be included in the Statement of Deviations (Appendix-28 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-28 to the Form of Tender) but not priced in Appendix-35 shall be treated as NULL and VOID and will be unconditionally withdrawn. **The Employer reserves the right to accept or reject any deviation and other factors which do not result in benefits to the Employer.**
- 9.3 **No information relating to financial terms of service should be included in the Technical proposal.**
- 9.4 **FINANCIAL PROPOSAL**
- 9.4.1 The Tenderer shall submit as “**FINANCIAL PROPOSAL**” in separate sealed Envelope-3 comprising the following documents, duly completed;
 - (i) Summary of Price bid.
 - (ii) Form of Price bid.
 - (iii) Preamble.
 - (iv) Outline Description, Bill of quantities of Schedule C & Breakup of Payment.
 - (v) Appendix - 35; Pricing of Unqualified withdrawal of Conditions Qualifications, Deviations etc. (See paragraphs 9.2.2.2 above and 14.0 below).
- 9.4.2 The financial proposal should be completed untampered, each page duly signed and stamped and submitted in a separate sealed envelope clearly mentioning the name “**FINANCIAL PROPOSAL**” on the envelope.
- 9.5 Documents to be submitted by the Tenderer under Qualification, Technical and Financial Proposals have been described under the respective Clauses 9.2 and 9.4. **This list of documents to be submitted has been prepared for the convenience of the Tenderer and any omission on the part of the Employer shall not absolve the Tenderer of his responsibility of**

going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

10.0 TENDER PRICE

The Tender prices shall be governed by Tender documents as described under Clause 5.1 of ITT. The Tenderer shall quote percentage above /below/ at par value (on the estimated value) in figures and words for each schedule in **the Price Document-Summary**. Based on the quoted percentage, the Tenderers shall also **fill in the amount in figures and words for each schedule as well as for the whole of the work as per format provided**. Corrections if any shall be made by crossing out, initialing, dating and rewriting. If no percentage of rate as above, below or at Par is indicated for any particular schedule, the same will be considered as percentage at Par. **The quoted price shall include all state & central taxes, duties, cess and royalties etc., except GST. BMRCL shall pay GST, as claimed in each of the Interim Payment Certificate (IPC)/Running Bill.**

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

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

12.0 TENDER VALIDITY

- 12.1 The tender shall remain valid and open for acceptance **for a period of 180 days** from the date of submission of tender as indicated in NIT. A tender valid for a shorter period shall be rejected by the employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the Tenderers for a specified extension in the period of Validity in writing/email. A Tenderer may refuse the request without forfeiting his tender security. A Tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

13.0 TENDER SECURITY

- 13.1 The Tenderer shall furnish with his tender, a Tender Security in **the form of a Bank Guarantee in favor of Bangalore Metro Rail Corporation Ltd, payable at Bangalore** from an Indian Scheduled Bank (excluding Co-operative banks) or from a Schedule Foreign Bank as defined in Section 2 (e) of RBI Act 1934 read with Second Schedule. Schedule format is given in Appendix-32 of Form of Tender. **In case of joint venture, Tender security can be furnished by any one of the members of the joint venture** or each member of JV in proportion to their percentage of participation. The Tender Security shall be for the value indicated in NIT and remain valid for **240 days from the date of submission of tender**. The Bank Guarantees submitted towards Tender Security can be in multiple BGs also. All bank Guarantees should be **payable in Bangalore at the designated branch**. **The pay orders/Bankers cheque and demand drafts drawn in favor of Bangalore Metro Rail Corporation Limited, Payable at Bangalore are also acceptable.**

- 13.2 a. Any tender **not accompanied by tender security will be summarily rejected** by the employer. The Technical & Financial proposals of such rejected tenders will be returned unopened.
 b. The tender will be summarily rejected by the employer and the technical proposal submitted will not be opened in case:
 (i) The tender Security Bank Guarantee is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in Section 2 (e) of RBI Act 1934 read with Second Schedule.
 (ii) The Tender Security Bank Guarantee is from a Co-operative bank.
 (iii) The tender Security Amount is less than the required amount as mentioned in NIT.
 (iv) The tender security validity is less than 240 days from date of submission of tender.
 (v) The tender security is not payable in Bangalore at the designated branch.
- 13.3 The tender securities of **unsuccessful Tenderers shall be discharged/returned** by the Employer as promptly as possible.
- 13.4 The tender security of the successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement after furnishing the required performance guarantee as per the Contract.
- 13.5 The tender security shall be forfeited:
 (a) if a Tenderer withdraws his tender during the period of tender validity;
 (b) if the tenderer does not accept the correction of his tendered price in terms of ITT Clause 26.0;
 (c) If the Tenderer fails to unconditionally withdraw any deviations, Conditions, Qualifications etc. at the price indicated by him in Appendix - 35;
 (d) if a tenderer misrepresents or omits the facts in order to influence the procurement process;
 (e) in the case of a successful tenderer, if he fails to:
 (i) Furnish the necessary performance guarantee for performance.
 (ii) Enter into the Contract within the time limit specified.
- 13.6 No interest will be payable by the Employer on the tender security amount cited above.
- 14.0 PRICING OF CONDITIONS, QUALIFICATIONS, DEVIATIONS ETC.,**
 The Tenderer shall submit his tender **without any conditions, deviations etc. to** the tender documents. Minor deviations if any shall be indicated in the **Statement of Deviation (Appendix-28 to Form of Tender)** and shall be priced in Appendix 35. Any comments indicated anywhere shall be considered as unconditionally withdrawn with no financial implications, unless the deviations, conditions, qualifications etc. are included in the Statement of deviation and priced in Appendix - 35.
- 15.0 DELETED**
- 16.0 FORMAT AND SIGNING OF TENDERS**
- 16.1 If the tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.
- 16.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 16.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 16.4 If a tender is submitted by a joint venture, it shall submit complete information pertaining to each firm in the joint venture and state along with the tender as to which one of the firms shall have the responsibility for tendering and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such member on behalf of the joint venture for tendering, completion and due performance of the

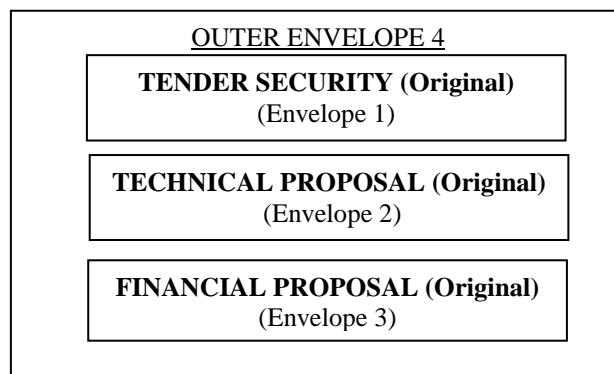
Contract.

- 16.5 Any amendments such as interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the tender.
- 16.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

D. SEALING AND SUBMISSION OF TENDERS

17.0 SEALING AND MARKING OF TENDERS

The sealed Outer Tender Envelope (Envelope No-4), shall contain sealed envelope containing Tender Security (Envelope No-1), TECHNICAL PROPOSAL (Envelope No-2) and FINANCIAL PROPOSAL (Envelope No-3) separately as follows:



No responsibility will be accepted by the Employer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions. No envelope should be submitted without marking as mentioned above.

18.0 SUBMISSION OF TENDERS

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

General Manager/Contracts

BMRCL, Third Floor, BMTC Complex,
KH Road, Shantinagar,
Bangalore-560 027, Karnataka, India

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

- 18.2 Tenders as sealed above shall be submitted in person to the designated office. Tenders submitted through post will be rejected.

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

20.0 MODIFICATION AND WITHDRAWAL OF TENDERS

- 20.1 Except permitted by these instructions, the Tenderer shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as a part of his tender.
- 20.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in a separate envelope marked "MODIFICATION" or "WITHDRAWAL" as the case may be. Tenderers may modify contents of their Technical or Financial Proposals & place it in separate sealed envelopes. These should be marked as "TECHNICAL PROPOSAL-

MODIFICATION" or "FINANCIAL PROPOSAL-MODIFICATION". This should further be placed in an outer envelope sealed, marked 'MODIFICATION'. Tenderers may withdraw their tenders by giving notice in writing placed in an envelope, sealed, marked "WITHDRAWAL" and submitted.

- 20.3 No modifications shall be permitted after the deadline for submission of the Tenders. Withdrawal of the tender after deadline for submission of tenders but prior to the period of bid validity shall result in forfeiture of the Tender Security.

E. TENDER OPENING AND EVALUATION

21.0 TENDER OPENING

- 21.1 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Outer envelope of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall returned without opening.

Then, the Employer will open the outer envelope of all the tenders including "MODIFICATION" outer envelope (except withdrawn tender(s)) in the presence of Tenderers or their representatives who choose to attend on date, time and place as mentioned in NIT. (If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of this Technical Proposal).

On opening of the outermost Tender envelope, it will be checked whether it contains Tender security amount (as per NIT) envelope, Technical Proposal & Financial Proposal Envelopes Separately or not (In case they are not separate/sealed properly, the bid of the said tenderer shall be summarily rejected). If it is in order, then the Tender security amount envelope will be opened first and checked for its adequacies and whether it is the acceptable form or not as per clause 13 of ITT.

- 21.2 Then the Employer will open the Technical Proposal to see if they are complete and whether the documents are in order.

- 21.3 The Tenderers name, the details of the tender security, tenderer's technical submittals and such other details will be recorded. Such details the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

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

- 21.5 Technical proposals meeting the Technical requirement and found substantially responsive only will be qualified for opening of their Financial Proposal.

- 21.6 The financial proposals of technically eligible & responsive tenderers will be opened 07 days after the results of technical evaluation is published on BMRCL web site.

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

22.0 PROCESS TO BE CONFIDENTIAL

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

- 22.2 Any effort by a Tenderer to influence the Employer in the process of examination, clarification,

evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Tenderers tender.

23.0 CLARIFICATION OF TENDERS

- 23.1 Technical evaluation of technical proposals submitted by Tenderers shall be undertaken based on details submitted in the technical proposal only. Employer may at his discretion ask any tenderer for clarification on his submittals. **The tenderer in response to the clarification is not permitted to submit additional information not pertaining to the clarification sought.** The request for clarification and the response shall be in writing and no response leading to material change in the submittals will be permitted.
- 23.2 To assist in the examination, evaluation and comparison of Financial Proposal, the Employer may ask Tenderers individually for clarification of their tenders, **including breakdowns of prices.** The request for clarification and the response shall be in writing or by Tele-fax but **no change in the price or substance of the tender shall be sought, offered or permitted** except as required to confirm correction of arithmetical errors discovered by the Employer during the evaluation of tenders in accordance with Clause 25.0 herein.
- 23.3 **Delay/refusal to the request for clarification as referred in the above Para 23.1 and 23.2 may result in the rejection of the tender.**

24.0 DETERMINATION OF RESPONSIVENESS

- 24.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements as stipulated in the tender documents.
- 24.2 For the purpose of this Clause, a **responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications.** A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Appendix -28 to Form of Tender.
- 24.3 If a tender is not substantially responsive to the requirements as stipulated in tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. The financial proposal of such Tenderer shall be returned unopened.
- 24.4 The decision of the Employer as to which of the tenders are not substantially responsive shall be final. Any representation by unsuccessful bidders will be dealt under ITT Clause 29.2.

25.0 EVALUATION OF TENDER

- 25.1 (a) The Employer will carry out technical evaluation of submitted Technical Proposal to determine that the Tenderer has a full comprehension of the work of the contract. Where a Tenderer's technical submittal is found to contain any material deviation or reservation with the requirement of work, it shall be rejected.
- (b) The financial proposals of technically eligible & responsive tenderers will be opened 07 days after the results of technical evaluation is published on BMRCL web site. Financial Proposals of qualified Tenderers shall have no material deviation or reservation which includes exceptions, exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price. The reasonable price will be the price based on rate analysis, comparison with rates for other similar works and evaluation of conditions of contract etc., as determined by BMRCL.
- 25.2 The evaluation of Financial Proposal of Technically eligible bidders will take into account, in

addition to the tender amounts, the following factors:

- (a) Arithmetical errors corrected by the Employer.
- (b) Pricing of Unqualified withdrawal of Conditions, Qualification, Deviation, etc.
- (c) Such other factors of administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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

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

25.5 Amount quoted by Tenderers must be found to be reasonable and acceptable.

26.0 CORRECTION OF ERRORS

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

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

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

F. AWARD OF CONTRACT

27.0 AWARD CRITERIA

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

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

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

29.0 NOTIFICATION OF AWARD

29.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing/email, that his tender has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Tenderer in consideration of the execution, completion, maintenance and guarantee of the works by the Tenderer as prescribed by the Contract (hereinafter and in the General conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within **one week** of receipt.

29.2 The unsuccessful Tenderers may request in writing to the Employer a debriefing seeking explanations on the grounds on which their tenders were not selected. The Employer shall respond, in writing, to any unsuccessful Tenderers who, after the notification of award, could request a debriefing.

29.3 The "Letter of Acceptance" will constitute a part of the contract.

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

30.0 SIGNING OF CONTRACT AGREEMENT

- 30.1 The Employer shall prepare the Contract Agreement in the form as prescribed in schedule 1 to the Special Conditions of Contract, with such notifications as may be necessary for duly incorporating all the terms of agreement between the two parties. **Within 45 days, but no sooner than 10 days from the date of issue of Letter of Acceptance the successful tenderer will be required to execute the Contract agreement.** One copy of the Agreement duly signed by the Employer and the Tenderer through their authorized signatories will be supplied by the Employer to the Tenderer.
- 30.2 The successful tenderer shall submit the following documents within **30 days** from the date of receipt of the Letter of Acceptance:
- (a) Performance Guarantee.
 - (b) Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarized by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with tender submittals. However, the Power of Attorney provided by the tenderers from that countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a confirming Apostille Certificate.
 - (c) Detailed Joint Venture Agreement (duly signed and executed) as applicable.

31.0 PERFORMANCE GUARANTEE

The successful Tenderer shall furnish to the Employer a performance guarantees in accordance with sub clause 4.2.1 of the General Conditions of Contract within **30 days** of receipt of Letter of Acceptance. The Form of Performance Guarantee provided in Schedule-2A /2B (as applicable) of Schedules to Special Conditions of Contract shall be used. **Each member of the JV shall submit the performance guarantee in their name separately, proportion to their participation.**

32.0 KEY DATES


Completion time for the various activities as well as for the contract as a whole and the **Liquidated damages/Penalty** for not achieving the prescribed targeted time of completion are given in the - **Appendix-18.**

33.0 SETTLEMENT OF DISPUTES OF THE TENDER PROCESS

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

34.0 CONTACT PERSON IN BMRCL OFFICE

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

REV. No.	DESCRIPTION	SCALE: AS SHOWN	 <div>BANGALORE METRO RAIL CORPORATION LTD</div> <div>A. 3rd Floor, BMTC Complex, K H Road, Shanthinagar, Bangalore -560027 Tel:-080-22969300</div>	STATUS: FOR TENDER PURPOSE ONLY		SCALE: NTS		
		<div>"P" (PRELIMINARY) ISSUES ARE NOT TO BE USED FOR CONSTRUCTION / FABRICATION BUT ARE ISSUED FOR LIMITED PURPOSES ONLY AS INDICATED IN THE SMALL BLOCK AT THE TOP RIGHT HAND CORNER OF THE TITLE BLOCK. ONLY CONSTRUCTION / FABRICATION WORK IS PERMITTED ON "R" (RELEASED) ISSUES INFORMATION CONTAINED WITHIN "HOLD" IS NOT RELEASED FOR CONSTRUCTION / FABRICATION. FIELD MUST GET DESIGN OFFICE TO CLEAR "HOLDS" IN TIME BEFORE PROCEEDING WITH ANY CONSTRUCTION / FABRICATION WORK RELATED TO "HOLDS".</div>		DRAWING TITLE: AREA FOR CASTING YARD/ BATCHING PLANT				
				DWG NO: BMRCL / PH-II / R6-UG/ GEN-CY-04		ISSUE:		
				DRN:	DESIGNED:	CHKD:	DY.CE:	DATE:

TECHNICAL PROPOSAL (VOLUME-1)**Eligibility cum Qualification Criteria (EQC): Section-C**

Name of the work: “Design & Construction of Underground structures (Tunnels & Stations) of length 2.884 Km (approx.) from Shivajinagar Station (excluding) to Tannery Road Station (excluding) (Chainage 13938.328 m to 16822.521 m) including allied works and 2 Nos of UG Metro Stations viz Cantonment and Pottery Town in Reach-6 line of Bangalore Metro Rail Project, Phase-2.”

Tender Notification No: BMRCL/Phase-2/Reach-6/UG/TNL&STN/(R6-CC-02)-RT03/2018/38
Dated 26-06-2018.

Sl. No.	Description	Page No
1.0	General Information and Qualification Requirement	2
2.0	Eligible Tenderers	2
3.0	Qualification Criteria	3-9

1.0 GENERAL INFORMATION

- 1.1 Tenders will be evaluated as per the Eligibility cum Qualification criteria & other requirements stipulated in the Tender document. The tender is liable to be rejected, if the credentials and information asked are not submitted in entirety as per the Tender document.
- 1.2 Information supplied by the tenderer must apply to the tenderer or constituent member (In case of Joint Venture) named in the application and not, unless specifically requested, to other associated companies or firms.
- 1.3 The tenderers should demonstrate their capabilities, by providing data based on their experience, past performance, their personnel, equipment and financial resources. Client certificates are mandatory for the work done.
- 1.4 Tenderers 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.
- 1.5 It is essential that all pages of the submission should be sequentially numbered and used to cross-reference the supporting documents to the answers given. The Employer may ask for clarification on the tender submittals, at any stage of evaluation of tender. To identify the details submitted in various sections, separators must be used in between the two sections. Submitted documents will not be returned.
- 1.6 After the evaluation of technical proposals, the financial proposals shall be opened on a later date as notified for those specific tenderers who have submitted substantially responsive technical proposals and who have been determined to meet the Eligibility cum qualification requirements.
- 1.7 The offers of tenderers which have been rejected on the grounds of being substantially non-responsive to the requirements of the tender document and which have been determined as being not qualified as a result of evaluation of technical proposal, the price bid of such tenderers shall not be opened and returned unopened after the Letter of Acceptance has been signed by the successful tenderer.
- 1.8 After the opening of the Financial Proposals, the same will be evaluated and compared in order to arrive at the lowest offer among them. On the basis of this evaluation, the employer may award the work at his sole discretion to the tenderer who has submitted the offer determined to be the lowest evaluated tender.

2.0 ELIGIBLE TENDERERS

- 2.1 Tenders are open to nationals of all countries. Tenderer (each member in case of JV) should have the experience as a contractor in civil engineering construction works for last seven years. They are required to submit credentials in support of the same.
- 2.2 A firm after purchase of the tender documents in their name can submit the tender either as an individual firm or as a member of Joint venture. The number of Joint Venture Partners shall be restricted to maximum of **THREE**.
- 2.3 All the members of the Joint Venture will be jointly and severally liable for the performance of whole Contract.
- 2.4 For the design of stations & tunnel, Tenderer has to have **Detailed Design Consultant (DDC) either as a sub-contractor or possess in-house capability.**
- 2.5 If any firm is proposed as DDC in the capacity of a sub-contractor, the same DDC can be proposed in the capacity of a subcontractor by any other tenderer.
- 2.6 An undertaking (Designer's warranty) from the proposed DDC, indicating his willingness should be submitted.
- 2.7 Detailed Design Consultant of the successful Tenderer must establish its office at Bangalore.

3.0 QUALIFICATION CRITERIA

- 3.1 i The lead partner in case of JV shall have at least 50% participation in the JV. Other members should have a minimum participation of 25% individually and totalling up to 100%. Change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise, the tenderer shall be treated as non-responsive. (Appendix-31-of FTT)
- ii A tenderer shall submit only one bid, either individually or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A firm or a Company, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity in the same bidding process. (Appendix-1, Appendix-3 and Appendix-5 of FTT as applicable)
- iii Tenderers shall not have a conflict of interest. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if
- a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the Bangalore Metro Rail Project Phase -2.
 - a tenderer has any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph (a) above; or
 - a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- (Appendix-2, Appendix-4 and Appendix-6 of FTT as applicable)
- iv As on date of submission of Tender, the tenderer or any member in case of JV should not be excluded as per the GROUNDS FOR EXCLUSION mentioned in Clause of ITT 2.7. The tenderer should submit an undertaking to this effect.

Tenderers may also note that in case the tenderer (applies to each individual member in case of a Joint Venture) is excluded as per Ground for Exclusion mentioned in Clause 2.7 of ITT after the due date of submission of tender but before award of the contract by BMRCL, they shall inform the same to BMRCL in writing within 5 working days, failing which it will be considered that the tenderer has willfully concealed the information and the tenderer shall be solely responsible for all implications that may arise in accordance with the conditions of this tender.

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

(Appendix-2, Appendix-4 and Appendix-6 of FTT as applicable)

3.2 WORK EXPERIENCE & FINANCIAL STANDING:

3.2 A WORK EXPERIENCE The tenderers must meet the qualifying requirement for WORKS EXPERIENCE in last TEN years as on date of submission of tenders as per 3.2 A (i) & (ii) below:

Sl. No	Qualifying Requirements for WORKS EXPERIENCE		Documents submission requirements
	Single Entity	Joint Venture	
3.2 A (i)	Should have executed Works of *Similar nature for a total minimum length of 3.92 KM , in any number of works. Out of these works, a Non-Indian/Foreign firm should have executed Works of *similar nature for a total minimum length of 1.96 KM in any number of works outside his own country.	Works of *Similar nature executed by any or all members of the JV should be for a total minimum length of 3.92 KM in any number of works. Out of these works, in case of Foreign member/members , Works of *Similar nature executed by any or all Foreign members should be for a minimum total length of 1.96 KM in any number of works outside their own country.	Appendix-8 and Appendix-9 of FTT.
3.2A (ii)	Detailed Design Consultant (DDC) should have successfully completed DDC work for at least TWO Underground Metro Stations and 1.0 KM length of single tube tunnels of any Metro Rail Project.		Appendix-9A of FTT.

Notes:

1. Works of ***Similar nature** for this contract shall be the completed Works of **construction of tunnel by TBM shield (EPB/ Slurry) method (single tube) of 5-meter minimum finished diameter**. Length of the tunnel for evaluating works of *similar nature shall exclude cut & cover portion, ramp, stations etc.
2. Tenderer should submit details of works of *similar nature executed by them in **Appendices 8, 9 &10** to establish his Work experience. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost, length of tunnel excluding cut & cover portion, ramp, stations etc.
3. Substantially completed work as on date of submission of tenders will also be considered for works at para 3.2 A (i) & (ii). Substantially completed works shall be 80% or more of the value of works completed under the contract. They are to be supported by client's certificate and Agreement/Work order.
4. Client certificates are mandatory for the work done. The **offers submitted without this documentary proof shall not be evaluated**.
5. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received & certified by CA, Proof of TDS & WCT for all payments received and copy of final/last bill paid by client shall also be submitted. In case the required documents are not submitted, that work will not be considered as a qualifying work and the tenderer may be disqualified.

6. In case the works of *similar nature is executed by a joint venture, the Length of the tunnel (excluding cut & cover portion, ramp, stations etc.), shall be considered as per percentage participation by the member(s) in that joint venture/consortium. JV member(s) should demonstrate by submitting relevant document issued by the employer.
7. In case works of *similar nature is executed as sub-contractor, client's signed copy of agreement with main contractor, approval of client for being engaged as sub-contractor and completion certificate from main contractor are to be submitted. Certified copies are to be attested by the Notary Public.
8. If there is any discrepancy between the information provided by the tenderer and supporting client certificate, then the content in the client certificate will govern.

3.2. B FINANCIAL STANDING

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

Criteria	Compliance Requirements		Documents submission
	Single Entity	Joint Venture	
3.2 B (i) Liquidity	Should have Banking Reference and certificate from its Banker to demonstrate that it has access to, or has available liquid assets, lines of credit and other financial means sufficient to meet the required cash flow, after meeting its commitments for other contracts and other liabilities for a sum of Indian Rupees 221.08 Crores .	Each member of the JV should have Banking Reference and certificate from its Banker to demonstrate that it has access to, or has available liquid assets, lines of credit and other financial means sufficient to meet the required cash flow, after meeting its commitments for other contracts and other liabilities in proportion to percentage participation in this tender, the combined Total of which should be Rupees 221.08 Crores .	Appendix-33 of FTT.
3.2.B (ii) Profitability	Earnings before interest and tax should be positive in at least Two years out of the last five years.	Earnings before interest and tax should be positive in at least Two years out of the last five years for each member of the JV.	Appendix-12 & Appendix-15 of FTT
3.2. B (iii) Net Worth	Net Worth of tenderer should be positive in the last Two financial years.	Each member of the JV should have positive Net Worth in the last Two financial years.	Appendix-12 & Appendix-14 of FTT.
3.2.B (iv) Annual Turnover	Tenderer in his name should have in the last five years (2013-14 to 2017-18) period(s) achieved in at least two financial years a minimum annual turnover from civil construction work of Rs. 473.75 Crores , aggregating to Rs. 947.50 Crores in those two financial years.	Each member of JV in his name should have in the last five years (2013-14 to 2017-18) period(s) achieved in at least two financial years a minimum annual turnover from civil engineering construction works in proportion to their percentage participation in this tender, the aggregate of which should be at least Rs. 947.50 crores .	Appendix-10 Appendix-12 & Appendix-14 of FTT.

Note:

Financial data for last five financial years has to be submitted by the tenderer in Appendices-10, 12, 13, 14 &15 of FTT along with audited balance sheets. The financial data in the prescribed format at **Appendix-12** shall be **certified by Chartered Accountant** with his stamp and signature in original. **In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'.** In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

3.2 C BID CAPACITY:

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

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

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.03.2018 price level assuming 5% inflation for Indian Rupees every year and 2% for Foreign currency portion per year). N = number of years prescribed for completion of the works for which tenders are invited.

B = Value of existing commitments (as on date of submission of tenders) for ongoing construction works during the period of **42 Months**.

Note: In case the tenderer (sole or member of JV) has also participated in Tender (No: BMRCL/Phase-2/Reach-6/UG/TNL & STN/(R6-CC-02)-RT02/2018/37) as a sole or member of JV, and that work is awarded, then the contract value of that work (Full Value of contract in case of sole or the Value in proportion to their percentage participation in case of JV member) will be added to arrive at the final Value for existing commitments.

Sl. No.	Compliance Requirements		Documents submission requirements
	Single Entity	Joint Venture	
3.2C	Available bid capacity should be \geq Rs.1105.42 Crores	Each member of the JV should have available bid capacity in proportionate to percentage participation in this tender. The aggregate of which should be \geq Rs.1105.42crores	Appendices – 10,11and 12

3.3 KEY PERSONNEL:

The Tenderers must deploy the Key Personnel for the work as indicated in Appendix -23 of FTT. The number of Key Personnel should not be less than as specified. The Joint Venture as a whole (for all members put together) will be considered and should cover disciplines mentioned in Appendix -23 of FTT. In this connection the tenderer must also give an undertaking (Pro-forma letter of Declaration and Undertaking) to provide all the Key Personnel consistent with the requirement stipulated in the tender document if he is awarded the contract.

In respect of the Key personnel, the Tenderer is required to submit CVs along with their tenders as described below:

(i) **Project Manager: One** Project Manager, BE/B.Tech. in Civil / Mechanical / Mining Engineering with at least 20 years of total experience and 3 years as Project Manager or equivalent in Similar Nature of works in construction of Underground Tunnels and Metro Stations as per requirement vide Appendix 23 of Form of Tender. Project Manager proposed should be the employee of the member – executing the Tunneling work as indicated in MoU (in case of JV). Project Manager proposed should be the employee of the said member for at least 06 months.

(ii) **Deputy Project Managers: Two** Deputy Project Managers, (one for Underground Tunnels and one for Metro Stations), BE/B Tech in Civil / Mechanical / Mining Engineering with at least 12 years of total experience and 3 years as Deputy Project Manager or equivalent in Similar Nature of works in construction of Underground Tunnels and Metro Stations. The CV shall be submitted as per Form Appendix 24.

(iii) **Bored Tunnel/TBM Engineer: One** Bored Tunnel/TBM Engineer, BE/B Tech in Civil /Mechanical/Mining Engineering with at least 10 years of total experience and 2 years in Similar Nature of works in construction of Underground Tunnels. The CV shall be submitted as per Form Appendix 24.

(iv) **Geotechnical Engineer: One** Geotechnical Engineer, M-Tech in Geo-Tech Engineering with at least 10 years of total experience in geotechnical Investigation and interpretation of Tunnel construction. The CV shall be submitted as per Appendix 24.

Notes:

1. Tenderer may propose any number of names of Personnel for each Key Position mentioned in para 3.3 above. Any of the proposed personnel as approved by the Engineer for each key position have to be mandatorily deployed in case of award of work.
2. The proposed Key personnel are not to be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer.
3. A penalty of Rs. 2.0 Lakhs per key person per month will be levied in case any of the key personnel as proposed are not deployed. A penalty of Rs. 2.0 Lakhs per key person per change will be levied in case of change in Key personnel after approval of BMRCL during the course of the work.
4. In case the CVs as submitted in Appendix-24 of FTT are not commensurate with the requirement as per the Employer as mentioned in eligibility cum qualification criteria the tender is subject to rejection.
5. All Key Personnel must be permanently stationed at Bangalore till the completion of the work.

3.4 PLANT & MACHINERY:

Plant & machineries as indicated in Appendix-16 are only indicative and should be considered in the tender submittal along with any other additional plant & machineries. The Plant & Machinery considered in the Works Programme as required vide Clause 9.2.2.1 of ITT, submitted along with the tender, shall not in any event be construed as a submission of final requirement of Plant & Machinery required for the work.

Successful tenderer has to submit Works Programme as per clause A.6 of Employers Requirement. The works programme so submitted and approved by BMRCL should indicate the plant & machinery

required to achieve the Key Dates. The successful Tenderer should deploy Plant & Machinery in accordance with the approved Works Programme and at appropriate stages of works. In case of

delays, the contractor is required to augment and mobilize additional plant & machinery to achieve completion in stipulated time.

The Tenderers are to note that deployment of a minimum of TWO TBMs is mandatory.

3.5 **ETHICS & PERFORMANCE:**

(a) Tenderer must observe the highest standard of ethics while submitting the tender application. BMRCL will disqualify the tenderer if he has made misleading or false representation in the forms, statements and attachments submitted; or indulge in fraudulent and corrupt 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 tenderers (prior to or after tender submission) designed to establish tender 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 it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a borrowed financed contract in general.

(c) Tenderers are required as a condition of admission to eligibility, to execute and attach a Covenant of Integrity in the form indicated in Appendix 34 which inter-alia includes the following:

(i) Tenderers are required to declare that during the five years immediately preceding the date of this Covenant, that none of personnel or joint venture partners connected with the tenderer has engaged or will engage, in any Prohibited Conduct **(as defined in Appendix-34 Covenant of Integrity)** in connection with the tendering process or in the execution or supply of any works, goods or services for the **subject tender** and agree to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

(ii) Tenderers including JV Partners should not be excluded by the EU Institutions or any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct. For this purpose, Prohibited Conduct includes Corrupt practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice.

3.6 **LITIGATION HISTORY**

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

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

3.7 **APPROACH & METHODOLOGY (Ref: 9.2.2.1 (i) & (ii) of ITT)**

Tenderers must furnish the complete details as required in the below Para. For this purpose, use separate sheets/statement and submit along with Technical Proposal. The Tenderers will be assessed additionally with reference to the following:

- Methodology of Executing Bored Tunnels of diameter not less than 5 meters by use of TBM proposed to be deployed without affecting adjacent existing buildings/Structures and with proper care and safety during mass excavation of earth, Transport, disposal and stacking of excavated materials as per requirement.
- Methodology of Executing Metro Stations with cut and cover method 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.
- Conceptual Design notes and calculations of permanent works & temporary works as covered in scope of work.

Note: *The offer of the Tenderer, who does not furnish the required details as per the Technical Proposal and as above is liable for rejection.*