# **BANGALORE METRO RAIL CORPORATION LIMITED**

Same of

To:	From: Managing Director
	Bangalore Metro Rail Corporation Ltd. 3 <sup>rd</sup> Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560027 INDIA

Construction of Boundary Wall, Roads Drains & Earth cutting and filling and allied works including Electrical works at Peenya Depot in North South Corridor

# NOTICE INVITING TENDER

1: Bangalore Metro Rail Corporation Ltd. (BMRCL) invites sealed tenders from eligible qualified tenderers for the Construction of Boundary Wall, Roads Drains & Earth cutting and filling and allied works including Electrical works at Peenya Depot in North South Corridor of Bangalore Metro Rail Project. The General Scope of the work is provided in paragraph in Instructions to the Tenderers (ITT) and the detailed description of work is provided in Scope of Work in (Volume-1).

# 2. Key details:

	1
Approximate cost of work	Rs 2165 Lakhs
Tender Security amount	Rs 21.65 Lakhs
Completion period of the Work	12 Months
Tender documents on sale	From 18/08/08 to 04/09/08 (between 11.00 hrs to 1700 Hrs) on office working days
Last date of Seeking Clarifications	30/08/08 .
Pre-bid Meeting	02/09/08 at 15.00 hrs in BMRCL office
Date & time of Submission of	30/09/08 (between 1100 Hrs and 1500 Hrs)
Tender	
Date & time of opening of Tender	30/09/08 at 15:30 hrs
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	Chief Engineer (Design & Contracts) Bangalore Metro Rail Corporation, Third floor, BMTC Complex KH Road, Shantinagar Bangalore-560027 Karnataka, INDIA.

The Tender documents consist of:

## Package 1 -Qualification cum technical Package

## Volume - 1

- · Qualification cum Technical Requirement
- Notice Inviting Tender (NIT)
- Instructions To Tenderers (ITT)
- · Scope of works
- Form of Tender (Including Appendices and Annexure)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (including Schedules)

## Volume - 2

- Technical Specification
- Safety Health & Environment (SHE) Manual

## Volume - 3

Tender Drawings

#### Package 2 - Financial Package

- Pricing Document.
- 4. Tender documents are available on payment of a non-refundable fee of INR 50,000/- in the form of crossed demand draft issued from an Indian Scheduled Bank (excluding Co-operative Banks) or from a Schedule Foreign Bank as designed in Section-2 (e) of RBI Act-1934 read with Second Schedule drawn in favour of Bangalore Metro Rail Corporation Limited, payable at Bangalore.
- One set of tender documents shall be issued to tenderer. Tenderer has to make one more copy and submit the documents in duplicate separate covers along with the original Tender drawings and reference documents un-tampered, duly signed and stamped on each page in both copies.
- 6. All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in "Instructions to Tenderers" and / or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be liable to be rejected.
- 7. Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances

- Applicant must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking during last 5 years. Also the applicant must not have resiled after award of contract.
- 9. Tenders shall be valid for a period of 120 days from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount in the form of a Bank Guarantee described in paragraph 13 of the Instructions to Tenderer.
- **10.** A firm after purchase of the tender documents in their name, can submit the tender either as an individual firm or as a joint venture.
- 11. The Tenderer shall have to fulfill the eligibility criteria specified in Paragraph-3.2 of the qualification cum technical requirement.
- 12. The successful Tenderer has to engage a Design Consultant who has carried out similar design work.
- 13. BMRCL reserves the right to accept or reject any all tenders without assigning any reasons.

  No tender shall have any cause of action or claim against BMRCL for rejection of his Tender.

CHIEF ENGINEER (D & C)

BMRCL

# **BANGALORE METRO RAIL PROJECT**

# QUALIFICATION CUM TECHNICAL REQUIREMENT

- 1.1 BMRCL intends to invite on two envelope system suitably qualified applicants to submit tenders for Construction of Boundary wall work, Drain net work, and Earth Filling, and cutting as required to profile and allied work, Road work including Electrical work etc. for the infrastructure development of Peenya Depot. The Construction of Depot and associated works in Peenya Depot will be constructed by other Contractors through separate contracts.
- 1.2 This document describes the qualification application procedure and requirements.
- 1.3 Construction will be undertaken by the Contractor based on the Employer's Requirement and Tender Drawings.

The contract will include construction of Boundary wall to the required height, Drain Net work as per the local catchments and surface conditions, Road work, Earthwork filling and cutting as required to the required profile and allied works including Electrical lighting arrangements for the depot area etc. complete

The Construct contractor for this work is required to co-ordinate and get approval from the respective civil authorities for various temporary and permanent works.

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

- Boundary wall works.
- Earth work filling and cutting to the required profile using heavy earth moving machineries and equipment carried out in the infrastructure development projects.
- Drain work
- External Electrical lighting arrangement and cabling work.
- 1.4 The contractor shall co-ordinate with concerned authorities for all temporary and permanent relocations and diversion works for utilities affected by the development work in Peenya Depot. BMRCL (or appointed Engineer) will oversee the co-ordination. However, the Contractor will do for liaison with the local authorities concerned.

The Contractor shall be responsible for safety of the adjacent existing buildings, including underpinning and ground support, if required as part of the Contract and may have to undertake insurance or in the alternative, if such insurance is taken by BMRCL, the contractor will have to adhere to the conditions of the Insurance Company against damages to the existing buildings.

- 1.5 The contractors shall have their site offices with their representatives having proper authority and delegation of powers at Bangalore
- 1.6 Contractors may apply as a sole contractor or in joint venture, partnership or consortium herein after referred as "group". The number of Joint Venture Partners / Consortium Partners in a Group shall be restricted to maximum TWO. However,

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Notice inviting Tender

they will not be permitted to tender as an individual firm and at the same time as part of any other group. No individual firm will be a member of more than one group. All the members of the Consortium / Joint Venture will be jointly and severally liable for the performance of whole Contract.

- 1.7 Applicants for Qualification should note that this qualification cum technical document is intended to provide information concerning the construction of Boundary wall, Drain Net work, Road work, Earth work, External Electrification work and its component contracts. The information contained herein shall not in anyway be construed as binding on BMRCL, its Consultant, its agents, successors or assigns.
- 1.8 Applicants are advised that selection of contractors will be entirely at the discretion of BMRCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification process will be given and that BMRCL qualification decisions are without any right of appeal whatsoever.
- 1.9 All costs incurred by an applicant for qualification shall be borne by the applicant, and BMRCL its agents, successors and assigns are entirely without liability for such costs.
- 1.10 BMRCL will notify successful qualified applicants.
- 1.11 Applicants are advised that neither BMRCL, nor its successors, assignees or Consultants will respond to enquiries or enter into communications concerning or relating to the selection process or the pre-qualification procedure.
- 1.13 Each Applicant (each member in the case of a group) or any Associate, will be required to confirm and declare with the Qualification Application that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. Applicants failing to give the undertaking are liable to be rejected.
- 2 QUALIFICATION CUM TECHNICAL APPLICATION
- 2.1 Applicants are required to submit the duly filled in form of tender and associated information as herein requested.
- 2.2 Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the tender document is insufficient. Alternatively, applicants may format the form of tender making due provision for incorporation of the requested information.
- 2.3 Qualification requirement to be submitted along with the Tender document.

  In addition, the Qualification of applications shall be summarily rejected if the credentials and information asked are not submitted in entirety along with the Tender document. BMRCL reserves the right to accept or reject any or all the applications without assigning any reason.

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- 2.4 Information supplied by an applicant (or constituent member if the applicant is a group) must apply to the applicant or constituent member named in the application and not, unless specifically requested, to other associated companies or firms.
- 2.5 A Group comprising a joint venture, partnership or consortium may apply for qualification. Applicant's attention is drawn to paragraph 1.7 above. In the case of application, from groups, a statement of participation for each group member shall be submitted to the effect that they are bonafide members of the group applying for qualification; and that, in the event of qualification; they agree to be jointly and severally liable to BMRCL under the contract which may be subsequently awarded to the group.
- 2.6 Details of the existing or proposed joint venture, partnership or consortium agreement in the form of a Memorandum of Understanding (MOU) signed by all participants will be required. International contractors who are considering forming joint ventures, partnerships or consortia for the purpose of applying for prequalification must involve suitable Indian partner(s).
- 2.7 BMRCL will review and evaluate the information submitted by applicants as per predefined Evaluation criteria as detailed in Clause no. 3. below.

# 3. Qualification Requirements and Evaluation Criteria

# 3.1 Qualification Requirements

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

- Capability to execute the project to the requisite standard and to monitor and control construction development.
- Capability to programme and re-programme the work, monitor progress against programme and to utilise computer programming and monitoring techniques.
- Capability to manage, supervise and undertake the work in a manner and to a
  quality commensurate with that achievable in international circumstances.
- Capability to undertake pro-actively and to manage contract interfaces and coordination
- Capability to execute the work in time by having adequate financial resources as well as men, material and equipment.
- Operate a construction quality control programme, Environment and Safety management systems.
- Client certificates are mandatory for the work done. In case the work is done as sub-contractor, certificate from the main contractor is to be submitted.

In case the application is from Joint Venture or consortium, each member of the group should substantially satisfy the capability to work assigned to them as per MOU so as to the JV/Consortium as a whole satisfy the qualification requirement.

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# 3.2 Eligibility Criteria

The Tenderer must meet the following eligibility criteria for being considered as technically qualified and become eligible for opening of financial Package.

In case the Tenderer is a JV group, the Lead member satisfying the eligibility criteria 3.2.1,3.2.2 and 3.2.3 below shall be the one who has the requisite experience either individually or whose participation was a minimum 26 % in the previous group and he must also have a minimum participation of 26 % in the present group.

- 3.2.1 Tenderer should have completed the following in the last five years ending 30.06.2008
  - (i) At least one similar work costing not less than in Indian Rupees 20 Crores (at 30.06.2008 price level).

Or

(ii) At least Two similar work costing not less than in Indian Rupees 12.5 Crores (at 30.06 .2008 price level).

Or

(iii) At least Three similar completed work costing not less than in Indian Rupees 10 Crores (at 30.06.2008 price level).

#### 3.2.2 Earth work:

The tenderer should have executed in past earth filling works in road, railway formations / dams / embankments amounting to not less than 1.5 lakh cubic meters of earthwork in a continuous period of 12 months in the last 5 years ending 30.6.2008.

A tenderer shall be eligible if he had executed a work as an approved subcontractor of the client or as the main contractor. In case the work was executed through an approved subcontractor, experience to that extent will not be considered again in favour of the main contractor. The certificate from client or from the main contractor shall be required to substantiate the claim of the tenderer.

#### 3.2.3 CONCRETE WORKS.

The tenderer should have executed in past ,concrete works amounting to not less than 5000 cubic meters in a continuous period of 12 months in any of the last 5 years ending 30.06.2008.

A tenderer shall be eligible if he /it had executed a work as an approved subcontractor of the client or as the main contractor. In case the work was executed through an approved subcontractor, experience to that extent will not be considered again in favour of the main contractor. The certificate from client or from the main contractor shall be required to substantiate the claim of the tenderer.

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The experience details of all such works mentioned in 1,2&3 above shall be submitted along with copy of detailed work order/ notification for award of work, contract documents and copy of proof of completion. These documents shall be duly authenticated by the tenderer.

- 3.2.4. The tenderer must have a minimum average annual turnover of Indian Rupees 35 CRORES from 'Works Contracts only' during the last 5 years.(In case of JV percentage participation will be taken)
- 3.2.5. Net worth in the last accounting year should be positive for each of the members having  $\geq 10\%$  participation in the Group/JV.
- 3.2.6. Profitability-earnings before Interest and Tax should be positive in at least two years out of the last five years for each of the member.
- 3.2.7. Tenderer must deploy key staff, plants and machinery.

Туре	Minimum	Nos	Owned	Hired or lease
	required			
Excavators	3			
Dozers	2			
Motar Grader	1			
Vibratory roller	2			
Hydra	3			
Paver with sensor	1			
arrangements				
Semi automatic	1			
Batching Plant				
Concrete pump	1			
Generators	1			
Transit mixer	2			·
Trucks and Tippers	20			
Water tankers	2	*		

# Note:-

- 1.For eligibility criteria Sl No-4 stated above, percentage participation of each JV member shall be considered.
- 2. For eligibility criteria Sl No-5 stated above, each Jv member shall be considered.
- 3. For eligibility criteria Sl No-6 stated above, the group as a whole will be considered.

Notice inviting Tender

- 3.3 Applicants will not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is, therefore, essential in achieving selection to ensure that all details are fully submitted on the proforma or otherwise. The pages of the Qualification cum technical package Document submitted shall be numbered sequentially. General responses such as "included in brochure" without specific item reference and information without summaries are unlikely to achieve a high assessment. To this end it is essential that all pages of the submission should be uniquely numbered.
  - To identify the details submitted in various sections, separators must be used in between the two sections.
- 3.4 All documents submitted by applicants shall be in the English Language. Submitted documents will not be returned.
- 3.5 Applicant should observe the highest standard of ethics while submitting the qualification application.
  - (a) BMRCL—will—disqualify—an—applicant—if—he—has—made—misleading—or—false——representation in the forms, statements and attachments submitted; or indulge in fraudulent and corruption practice.
  - "corrupt practice" means the offering, giving, receiving or soliciting of anything
    of value to influence the action of a public official in the procurement process
    or in contract execution and
  - "fraudulent practice" means a misrepresentation of facts in order to influence an evaluation process or the execution of a contract, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the client's benefits free and open competitions.
  - (b) Further, BMRCL will declare a firm ineligible, either indefinitely or for a stated period of time, for any BMRCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a borrowed financed contract in general; or defines, for the purposes of this provision, the terms set forth below as follows:
  - records of poor performance during the last 5 years, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor,

Inordinate delays in completion, consistent history of litigation awarded against the Applicant or any of its constituents or financial failure due to bankruptcy, etc. If the Contractor has worked in a joint venture, the rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner (Lead Partner) of joint venture pulling out, court directions leading to breaking up of joint venture before the start of work, which are not attributable to the poor performance of the contractor, will, however, not affect the pre-qualification of the individual partner; or had been black listed by any Govt. agencies as on date application.

# **BANGALORE METRO RAIL CORPORATION LIMITED**

# **BANGALORE METRO RAIL PROJECT**

# **TENDER DOCUMENT**

FOR

CONSTRUCTION OF BOUNDARY WALL, ROADS, DRAINS AND EARTH FILLING INCLUDING EXTERNAL ELECTRIFICATION WORK AT PEENYA DEPOT

CONTRACT NO: BMR/DEPOT/NS/P-1

# **VOLUME-1**

**INSTRUCTIONS TO TENDERERS** 

**AUG-2008** 

III Floor, BMTC Complex, K.H. Road, Shantinagar, Bangalore – 560 027. KARNATAKA STATE INDIA

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# INSTRUCTION TO TENDERERS

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#### **INSTRUCTIONS TO TENDERERS**

for

# CONSTRUCTION OF BOUNDARY WALL, ROADS, DRAINS AND EARTH WORK AT PEENYA DEPOT of

Bangalore Metro Rail Project

(Contract No. BMR/DEPOT/NS/P-1)

**GENERAL** 

#### 1.0 INTRODUCTION

1.1 Sealed tenders are invited from Tenderer who meets the qualifying requirements (General, Technical & Financial) as detailed in the Clause 3.2 of 'Notice Inviting Tender' for Contract No. BMR/DEPOT/NS/P-1,CONSTRUCTION OF BOUNDARY WALL, ROADS, DRAINAGE AND EARTH WORK AT PEENYA DEPOT of Bangalore Metro Rail Project, by the Director (P &P) Bangalore Metro Rail Corporation Ltd, herein after called as Employer, for Woks in accordance with this Tender Package. The tender papers to be issued to the tenderers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

# **PACKAGE-1**

#### Volume - 1

- Qualification cum technical requirements
- Notice Inviting Tender (NIT)
- Instructions to Tenderers (ITT) &formats
- Scope of works
- Form of tender
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

# Volume – 2

- Safety Health and Environment Manual
- Technical specifications

#### Volume -3

- Tender Drawings

# **PACKAGE-2**

- Pricing Document

Tenderers should procure specifications of Ministry of Road Transport and Highways (MORTH), Central Public Works Department (CPWD) and Karnataka Public Works Department (KPWD) as referred, from the market.

Tenders shall be prepared and submitted in accordance with the instructions given herein.

#### Tender No: BMR/DEPOT/NS/P-1

- 1.2 Relevant address for correspondence relating to this tender is given below:
  - Director (P & P) Bangalore Metro Rail Corporation Ltd . (BMRCL), BMTC Complex, Ill Floor, K.H. Road, Shantinagar, Bangalore-560027, India.
  - Telephone: (91) 080-22969300, 22969301, Facsimile: (91) 080-22969222, E-mail: khombe@bmrc.co.in. sharmanp@bmrc.co.in.
  - Contact person Chief Engineer (D & C) telephone no 080-22969300.
- 1.3 Some essential data/requirements pertaining to this Tender along with reference to Clause Number of this Volume where full details have been given are detailed below.
  - a. "Tender Security" to be furnished by the Tenderer (Clause 13.0 herein) Rs 21.65 lakhs (Twenty one lakhs sixty five thousands only).
  - b. Pre-Tender meeting (clause 15.0 herein) at 15.00 hrs IST on 02/09/2008 in BMRCL Office.
  - c. Last date for seeking clarification in writing regarding this tender .30/08/2008.
  - d. The envelope containing Tenders should be addressed to Director (P & P), Bangalore Metro Rail Corporation Ltd. (BMRCL), BMTC Complex, III Floor, K.H. Road, Shantinagar, Bangalore-560027, India.
  - e. Tenders will be received in the office of Managing Director, Bangalore Metro Rail Corporation Ltd, from 11.00 hrs. and upto 1500 hrs. IST on 30/09/2008 only. Late or delayed tenders will not be accepted under any circumstances (Clause 19.0 herein).
  - f. Date and time of opening of Technical Packages (Clause 21.0 herein) 1530 hrs. IST on 30/09/2008.
  - g. Period for which the tender is to be kept valid (Clause 12.0 herein), 120 days from the last date of submission of Tender.
  - Period of commencement of work (Form A), 30 days from the date of issue of "Letter of Acceptance".
  - i. Maintenance Period (Form A), 12 months from the date of issue of "Completion Certificate".
  - Period of completion (Form A), 12 Months from the date of issue of "Letter of Acceptance". (Also Refer SCC Clause 18 & GCC Clause 57.5)
  - k. Validity Period for Performance Security guarantee form (Form D): 3 months from the date of expiry of "Maintenance period"

# 2.0 QUALIFYING REQUIREMENTS

- 2.1 This invitation to Tender is open to only those tenderers who meet the qualifying requirements (General, Technical & Financial) as detailed in the clause 2.0 of 'Instruction to tenderer for Contract BMR/DEPOT/NS/P-1 for 'Construction of BOUNDARY WALL, ROADS, DRAINS &EARTHWORK.ELECTRICAL WORKS Etc. AT PEENYAL DEPOT.
- 2.1.1 Each tenderer shall submit only one tender as a sole contractor. A firm, acting in the capacity of a subcontractor (not submitting the tender) in any tender, may participate only in that capacity, as a subcontractor (not submitting the tender), in more than one tender. However, a sole <u>tenderer</u> submitting his offer for the subject work can not be a subcontractor to another sole contractor in this bid process.

A sole tenderer who submits or participates in more than one bid for the present tender, will cause all the bids in which the bidder has participated to be disqualified.

- 2.2 All tenders submitted shall include the following information:
- 2.2.1 General information on the tenderer shall be furnished in Form T-I. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or if a joint venture including consortium of each party thereto constituting the tenderer will also be required to be furnished. All the group members in a joint venture consortium will be jointly & severally responsible for performance under the contract.
- 2.2.2 In the case of tender by a joint venture of two firms or companies as partners or as members of a consortium as the case may be, joint venture / consortium data in the format prescribed (Form T-I) along with the documents mentioned therein must be furnished. The following requirements shall also be complied with:
  - a. the tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners / constituents as the case may be.
  - b. one of the partners shall be nominated as being In-charge as Lead Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners. The Joint Venture/ Consortium will similarly authorize a person to be In-charge and this authorization shall be evidenced by a power of attorney in favour of that person.
  - c. the partner In-charge or the person In-charge as aforesaid shall be authorised to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
  - d. all partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Form of Tender and the Form of Agreement.
  - e. in the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Work.
  - f. a copy of the Memorandum of Understanding (MOU) / Agreement entered into by the joint venture / consortium partners shall be submitted with the tender.
- 2.3 Each page of tender shall be signed by the authorised signatory of the tenderer. Power of Attorney in favour of the signatory duly attested will be required to be furnished as detailed in Clause 16.0 herein. The information furnished by the tenderers should be easily referenced and indexed.
- 2.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender / contract shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.

2.5 Details of information as submitted by the applicants should be authenticated & correct. Tenderers should observe the highest standard of ethics while submitting details of information including Qualification Requirements and it should be true and correct. If any information furnished by the Tenderer is found at a later stage to be incorrect or any material information having been suppressed / misleading, the tender submitted by the tenderer may not be considered or the tender acceptance may be withdrawn and cancel the contract (in case awarded to the tenderer). No claim / arbitration from the tenderer / contractor will be admissible. Further, the Employer will declare the tenderer ineligible, either indefinitely or for a specific period of time, for any its contracts. The applicant is required to certify the correctness of the submitted information / data along with the Tender in the statement placed at Annexure – A.

2.6 Each tenderer will be required to confirm and declare in the tender submittal 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. He will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price does not include any such amount.

## 3.0 COST OF TENDERING

3.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender.

## 4.0 SITE VISIT

- 4.1 Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- 4.2 The Tenderer shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Tender.
- 4.3 This being a Construction Contract, tenderer is expected to satisfy himself with data/drawings furnished and if required carry out investigations independently for submitting his Tender.

#### B. TENDER DOCUMENTS

## 5.1 CONTENTS OF TENDER DOCUMENTS

5.1.1 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 Contract No. BMR/DEPOT/NS/P-1 of the Bangalore Metro Rail Project and as more particularly described in those documents.

- (a) Qualification cum technical Requirement
- (b) Notice Inviting Tender
- (c) Instructions to Tenderers
- (d) Scope of Works
- (e) Form of tender
- (f) General Conditions of Contract
- (g) Special Conditions of Contract and Schedules
- (h) Safety, Health and Environment Manual (Reference only)
- (i) Technical specification.
- (j) Financial Package
- (k) Tender Drawings
- 5.1.2 The contents of drawings are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site
  - The accuracy or reliability of the documents and reports referred to above and of any other information supplied, prepared or commissioned at any time by the Employer or other in connection with Contract No. BMR/DEPOT/NS/P-1 is not warranted.
- 5.1.3 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 with in scheduled period .No claim on account of any errors detected in the tender documents shall be entertained.
- A Tenderer requiring any clarification of the tender documents including any error or mismatch in the tender documents, may notify the Chief Engineer (Design & Contract) in writing or fax at the Engineer's mailing address indicated in NIT. The Engineer will respond in writing to any request for clarification received in writing from tenderers prior to dead line. Written copies of the Engineer's response will be sent to all prospective Tenderers who have purchased the tender documents.

#### 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 addendum the form of an addendum will be sent in writing or by Tele-fax to all prospective Tenderers who have purchased the tender document in the tender period.

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

In order to afford prospective Tenderers reasonable time for preparing their tenders after taking into account such amendments, the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 18.1.of Instructions to Tenderers.

#### C. PREPARATION OF TENDERS

#### 8.0 LANGUAGE OF TENDER

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

#### 9.0 DOCUMENTS COMPRISING THE TENDER

9.1 The Tenderer shall, on or before the date given in the Notice of Invitation to Tenderer, submit his Tender in Three (3) separate sealed envelopes clearly marked with the name of Tenderer and with;

"Contract No: BMR/DEPOT/NS/P-1: Tender Guarantee" and

"Contract No: BMR/DEPOT/NS/P-1: Qualification cum technical Package" and

"Contract No: BMR/DEPOT/NS/P-1: Financial package"

These shall be addressed to the Chief Engineer (Design & Contract), BMRCL and submitted at the address given in the Notice of Invitation to Tenderer. The Tenderer may obtain receipt for the submission of his Tender, such receipt being issued free of charge by BMRCL.

## 9.2. QUALIFICATION CUM TECHNICAL PACKAGE

The Qualification cum technical package, clearly labeled as "QUALIFICATION CUM TECHNICAL PACKAGE", and shall comprise the followings:

- (a) Undertaking and verification statement in technical package...
- (b) Letters of applications.
- (c) Power of Attorney (in favor of the Authorized Signatory of the Tenderer)
- (d) Power of Attorney from each member in case of group,
- (e) Articles of Association
- (f) The Memorandum of Understanding (MOU) for the consortium or joint venture.

- (g) Annual Report and Financial Report.
- (h) Other documents described in Qualification Document
- (i) Attested copy of the Latest Income Tax Clearance Certificate (ITCC) in the pro-formal prescribed by the Government of India, Sales Tax Clearance Certificate (STCC) and Registration with Contract cell of Sales Tax Department as per Karnataka Sales Tax Act-1957 and its Amendments/VAT. In case of Joint Ventures/Consortia, ITCC and STCC is required to be submitted by all the Partners. For Foreign based consultants/contractors suitable certified similar documents from their country of origin, or a certified statement from their Auditors stating that Income tax/Corporation Tax has been paid will be accepted. For STCC, the Foreign based contractors shall be required to submit the necessary documents as applicable to them according to Karnataka sales Tax Act'1957 and its Amendments/VAT.
- (j) No information relating to financial terms of service should be included in the technical package
- k) Form of Tender (Without appendices).
- i) Appendix FT-1 to the Form of Tender: Contract Conditions;
- m) Appendix FT-2-DELETED.
- n) Appendix FT-3 to the form of tender: Pricing of unqualified withdrawl of conditions.
- o) Appendix FT-4 to the Form of Tender: Outline Quality Plan.
- p) Appendix FT-5 to the Form of Tender: Outline Safety Plan
- q) Appendix FT-6 to the Form of Tender: Outline Environment Plan
- r) Appendix FT-7 to the Form of Tender: Contractor's Technical Proposals
- s) Appendix FT-8 to the Form of Tender: Details of Proposed Sub contractor
- t) Appendix FT-9 to the Form of Tender: Staffing Schedules and Organization Chart .
- u) Appendix FT-10 to the Form of Tender : Resources Proposed for the Project Plant and Equipment
- v) Appendix FT-11 to the Form of Tender: Tender Index
- w) Appendix FT-12 to the Form of Tender: Declaration for non-engagement of any agent, middleman or intermediary;
- x) Appendix FT-13 to the Form of Tender: Statement of deviation including Undertaking
- y) Appendix FT-14 to the Form of Tender: Certificate Confirming Site Visit;
- z) Appendix FT-15 to the Form of Tender: Certificate Confirming Receipt of all tender addenda;
- aa) Appendix FT-16 to the Form of Tender: Letter of Undertaking;
- bb) Appendix FT-17 to the Form of Tender: Establishment of Contractor's (i/c Detailed Design Consultant) Offices in Bangalore.

- cc) Appendix FT-18 to the form of tender :-Letter of under taking for verification of statement
- dd) One set of complete Tender documents (including all Addenda) untampered , signed on right hand bottom corner of each page
- ee) Details of providers of guarantees and warranties under sub-clause 4.2 of GCC.

Any further documents which have been requested by the Employer in writing.

- 9.2.2 Deleted.
- 9.2.3 The Tenderer shall submit a part of his Tender an organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work programme. The minimum level of supervision and qualification/experience of site-staff is given under the Attachment C to Appendix FT-9 to Form of Tender.
- 9.2.4 The Tenderer shall also submit a part of his Tender the name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months.
- 9.2.5 The Tenderer shall submit a part of his Tender, names and addresses of Sub-contractors who are proposed to be engaged for execution of different types of works as well as the details of the experience and past performance of such Sub-contractors will be required to be furnished in accordance with Clause 4.5 of GCC in the format prescribed in Attachment to Appendix FT-8 to Form of Tender. This information shall be given for all critical items of works on/off site irrespective of the status of the Sub-contractors in the Tender. The total sub-contracting shall not exceed 25% of the value of work.
- 9.2.6 The Tenderer shall submit a part of his Tender details of Plant & Equipment assessed as required for the Tendered Work as well as those available as on date in the format prescribed in Appendix FT-10 to Form of Tender. Major Plant & Equipments are to be provided as per the minimum scale indicated in Appendix FT-10. Any proposal with major Plant & Equipment lesser than specified will not be acceptable.

# 9.2.7 Technical Proposal

The proposal should cover in detail the following:

- i. Understanding and comprehension of the work involved.
- ii. The general approach and methodology proposed for carrying out the services covered in the Scope of Work to be performed by the Construct Contract, including such detailed information as deemed relevant.
- iii. Tender Work Schedule

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.

# 9.2.8 QUALITY ASSURANCE PLAN

- The Tenderers shall submit their corporate quality policy document duly signed by the corporate head or authorized person.
- ii. The Tenderers shall submit an OUTLINE-Quality Plan, illustrating the intended means of compliance as per BMRCL stringent quality requirements as and setting out in summary form an adequate basis for the development of the more detailed document. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's Quality objectives with regard to the requirements of the contract and shall, as a minimum, address the quality system elements as required by ISO 9002 Model for Quality Assurance for construction.

Details of the quality assurance system and organization to enforce the same (Tenderer may furnish the details in a narrative form).

iii. The contractor shall also associate for the checks conducted by BMRCL / nominated Representative for the QA and take necessary steps for improvement/ confirmation.

## 9.2.9 SAFETY, HEALTH AND ENVIRONMENTAL PLAN

- i. The tender shall submit as part of his tender on Outline Safety, Health and Environmental Plan separately illustrating the intended means of compliance with Clause 5.0 of Special Conditions of Contract and as per Safety, Health and Environment Manual (SHE Manual) of the Employer, setting out in summary form an adequate basis for the development of the more detailed document to be submitted under sub clause (iv) of this clause. The Outline Safety, Health and Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's Safety, Health and environmental objectives with regard to the requirement of the contract.
- ii. The Outline Safety, Health and Environmental Plan shall be headed with a formal statement of policy in relation to Safety, Health and Environmental Management separately and signed by their corporate head or authorized representative. The Outline Safety, Health and Environmental Plan shall include the methods and procedures for ensuring Safety, Health and Environment Impact monitoring of works under the contract.

- iii. The Site Safety, Health and Environmental Plan shall include detailed policies and procedures which when implemented, will ensure compliance with Clause 5.0 of Special Conditions on Contract and SHE Manual of the Employer.
- iv. 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.
- 9.2.10 All deviations from the tender documents, remarks, comments etc shall be included in the Statement of Deviations (Appendix FT-13 to the Form of Tender). All implicit and explicit deviations, remarks and comments mentioned elsewhere in the tenderer's proposal shall be treated as NULL and Void and considered withdrawn unconditionally. Any clause included in the Statement of Deviations (Appendix FT-13 to the Form of Tender) but not priced in Appendix FT-3 to the Form of Tender shall be treated as NULL and VOID and will be unconditionally withdrawn.

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

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

9.2.11 No information relating to financial terms of service should be included in the Technical package.

#### 9.3 FINANCIAL PACKAGE

- 9.3.1 The Tenderer shall submit as "FINANCIAL PACKAGE" the following documents, dully completed;
  - i. Pricing Document.
  - ii. Appendix FT-3 to Form of Tender; Pricing of Unqualified withdrawal of conditions
     Qualifications, Deviations etc.
- 9.3.2 The financial package should be separately completed, each page duly signed and stamped and submitted in a separate sealed envelope. The prices shall be entered at the prescribed place in the Price Document. These prices should include all costs associated with the contract.
- 9.4 Documents to be submitted by the Tenderer under Qualification, Cum Technical and Financial Packages have been described under the respective Clauses 9.2, and 9.3. This list of documents 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.
- 9.5. The contractor shall effect and maintain professional indemnity insurance for the amount equal to 10% of the Contract Price in accordance with sub-clause 15.1 of GCC. The contractor shall produce evidence of coverage of the professional indemnity insurance before any payment is released to them. The insurance which shall ensure the contractor's liability by reason of

professional negligence and errors in design and construction of works shall be valid from the date of commencement of works until two years after commissioning of work.

## 10.0 TENDER PRICE

The Contract shall be for the whole works as described in scope of work. The Tenderer shall fill in rates and prices for all items of Works described in the Pricing Document. Corrections if any shall be made by crossing out, initialing, dating and rewriting. The Tender prices shall be governed by Clause 11.1 of General Conditions of Contract and shall be subject to limitations of Special Conditions of Contract and nothing extra which is not included in the contract price shall be payable.

- 10.1 The Tenderer is required to quote for all the items as per Tender Document.
- The rate for each item shall be reasonable and not unbalanced. Should the Engineer/ Employer come across any unbalanced rates, he may require the Tenderer to furnish detailed analysis to justify the same. If after its examination, the Engineer/ Employer still feel the rates to be unbalanced, he may ask the Tenderer for additional Performance Security or other safeguards to protect Employer's interest against financial loss failing which Tenderer; his tender shall be liable to be rejected by the Employer, who may award the Contract to any other Tenderer.
- 10.3 The Tenderer shall keep the contents of his tender and rates quoted by him confidential.
- 10.4 The Tenderer shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
- The Tenderer should quote his rates inclusive of all taxes, duties, royalties etc. The successful Tenderer (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer for record.

# 11.0 CURRENCIES OF THE TENDER

11.1 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 120 days from the Last date of submission of tender as indicated in NIT and Appendix FT-1 to Form of Tender.
- 12.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the Tenderers for a specified extension in the period of Validity in writing or by Tele-fax. 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, as tender security, a Tender Guarantee in the form of a Bank Guarantee in favour of Bangalore Metro Rail Corporation Ltd payable at Bangalore from an Indian Scheduled Bank (excluding co-operative banks) or from a Scheduled Bank as defined in Section 2 9e) of RBI Act 1934 read with Second Schedule in the form given in Annexure-2 to Form

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of Tender. . In case of joint venture/consortia, Tender security shall be in the name of joint venture/consortia . The Tender Guarantee shall remain valid for 60 days beyond the validity period of the tender.

- 13.2 The Tender Security shall be submitted in a separate envelope.
- 13.3 Any tender not accompanied by an acceptable tender security will be summarily rejected.
- 13.4 The tender securities of unsuccessful Tenderers shall be discharged/returned by the Employer as promptly as possible as but not later than 30 days after the expiration of the period of tender validity.
- 13.5 The tender security of the successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as per the Contract.
- 13.6 The tender security shall be forfeited:
  - a. if a Tenderer withdraws his tender during the period of tender validity, or
  - b. if the tenderer does not accept the correction of his tendered price in terms of Clause 26.0, or
  - c. If the Tenderer fails to unconditionally withdraw any deviations, Conditions, Qualifications etc. at the price indicated by him in Appendix FT-3 to Form of Tender
  - d. 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.
- 13.7 No interest will be payable by the Employer on the tender security amount cited above.
- 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 FT-12 to Form of Tender) and shall be priced in Appendix FT-3 to Form of Tender. Any comments indicated anywhere shall be considered as unconditionally withdraw with no financial implications, unless the deviations, conditions, qualifications etc. are included in the Statement of deviation and priced in Appendix-FT-12.
- 15.0 PRE-TENDER MEETING

Pre-Tender meeting will be held on 02.09.08 at 1500 Hrs in BMRCL office at Bangalore.

- 16.0 FORMAT AND SIGNING OF TENDERS
- 16.1.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.1.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.

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

- 16.1.4 If a tender is submitted by a joint venture or consortium of two firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the tender as to which one of the firms shall have the responsibility for tendering and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for tendering, completion and due performance of the Contract All members shall be jointly and severally responsible for all aspects of the Tender and the consequent Contract
- 16.2 All amendments/corrections/ overwriting shall be initialed by the person or persons signing the tender.

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

## 17.0 SEALING AND SUBMISSION OF TENDERS

17.1 Tender submittals comprising of "Tender Security Amount envelope", "Technical Package envelope" and "Financial Package envelope" as detailed above shall be accepted by BMRCL in the office of

BANGALORE METRO RAIL CORPORATION. (BMRCL)

3<sup>rd</sup> Floor, BMTC Complex
K H Road, Shanthinagar
Bangalore – 560 027

between 11.00 hrs and 15.00 hrs (IST) on 16/09/2008 (to be submitted in person only).

- 17.2 BMRCL may, at its sole discretion, may extend the due date for the submission of tender in case of exigencies including those enumerated in Clause 7.0 above by issuing an addendum if any, 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 date 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.
- 17.3 All the pages, supporting papers / documents submitted along with the tender should be signed by the authorized signatory and stamped. Tenders not containing full information as regards to qualifying requirements and Technical Proposal is liable for rejection.
- 17.4 Tenders shall be submitted in person to the designated Office. BMRCL cannot take any cognizance and shall not be responsible for delay in transit.
- 17.5 Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected. Tenders received with defective sealing of outer envelope shall not be accepted.
- 17.6 Any tender received in the designated office after the deadline prescribed for submission of tenders will not be accepted under any circumstances
- 17.7 For sealing and submission of the Tender, the Tenderers shall follow the procedure as indicated below:
- 17.7.1 Technical package and Financial package will be submitted in two sets one marked "Original" and the other marked 'Copy" (Copy should be photo copy of the Original)
- 17.7.2 The tenderers are required to submit three separate sealed envelopes, marked as envelop -1, envelope -2 and envelope -3 duly labeled viz., envelope -1 containing the "Tender Security amount", envelope -2 containing the original and copy of Technical Package, pre-qualification information as per format given in Volume-I and drawings given in Vol III and envelope -3 containing original and copy of Financial Package. These three envelops will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

#### Tender No: BMR/DEPOT/NS/P-1

Envelope -1 should contain: (i) Tender Security deposit only

Envelope- 2 should contain: (i) 'Original Technical Package & pre-qualification information' as per format given in the Vol I & Vol III of the tender document in one envelope and 'copy' in another envelope both to be put in envelope-2.

#### Envelope-3 should contain:

- (i) Original Financial Package (in one envelope)
- (ii) Copy of Financial Package (in another envelope)

both to be put in cover -3

Hence, the outermost envelope, will contain seven sealed inner envelopes.

- 17.7.3 The outer envelope shall be duly super scribed
  - (i) the address of the Employer as follows

Bangalore Metro Rail Corporation Limited, 3<sup>RD</sup> floor,

# BMTC complex, K.H. Road, Shantinagar, Bangalore 560027

- (ii) Name and address of the tenderer, Tender notice No...... and Date and time of the opening of the tender. Tenders received with defective sealing of outer envelope shall not be accepted.
- 17.7.4 The inner envelopes shall also indicate the name and address of the tenderer and the content in brief like tender security amount, Technical Package in original Technical Package copy, Financial Package original, Financial Package copy.
- 17.7.5 No responsibility will be accepted by the GC / BMRCL for the opening out of the envelopes due to wrong/ bad/ deficient sealing or marking or other causes contrary to the aforesaid instructions.

# 18.0 SUBMISSION OF TENDERS

18.1 Tenders should be submitted at the following address:

The Chief Engineer (Design and Construction Contract), BMRCL, Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560 027, Karnataka, India, before scheduled time and last date for submission.

The Employer/Engineer 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. The Employer cannot take any cognizance and shall not be responsible for delay in transit.

#### 19.0 LATE TENDERS

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

## 20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS

- 20.1 Except permitted by these instructions, the Tenderer shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as a part of his tender.
- 20.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 18.1 of this Instruction to Tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 20.3 No modifications shall be permitted after the deadline for submission of the Tenders. Withdrawal of the tender after deadline for submission of tenders but prior to the period of bid validity shall result in forfeiture of the Tender Guarantee.

## E. TENDER OPENING AND EVALUATION

## 21.0 TENDER OPENING

- 21.1 On opening of the main Tender envelope, it will be checked whether they contain tender security envelope, Qualification cum technical package & Financial Package.
- 21.2 The employer/Engineer will open first, the tender envelope to see if they are complete, whether the requisite Tender Security has been furnished, whether the documents are in order. If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority and the said Tenderer's both the Qualification cum Technical Package and Financial Package will not be considered at all for further processing.
- 21.3 The Employer/ Engineer will open tender, in the presence of Tenderers or their representatives who choose to attend on date & time as mentioned in tender document in BMRCL Office located at Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560 027, Karnataka, India. 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 Qualification cum technical Package. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 21.4 The Tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 21.5 The sealed Financial Package will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of Qualification cum technical packages. If the tenderer do

not meet the qualifying cum technical criteria, the Financial Packages of those Tenderes shall be returned unopened.

- 21.6 Qualification cum Technical packages of the qualified Tenders will be opened in the presence of Tenderers or their representative who choose to attend on date and time as informed by the Employer. On the due date of submission of tender in BMRCL Office and examined to see, if they are complete, whether the documents are in order. If the Documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Committee and the said Tenderers Financial Package will not be considered at all for further processing. The date and time of Financial Package opening shall be informed separately.
- 21.7 The Financial Package will be opened in the presence of qualified tenderers or their representatives who chose to attend in BMRCL Office. Bid Prices as quoted shall be read out by the Nominated Officials of the BMRCL and recorded.

# 22.0 PROCESS TO BE CONFIDENTIAL

- 22.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- 22.2 Any effort by a Tenderer to influence the Employer/Engineer 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

- Qualification cum Technical evaluation of Qualification cum technical packages submitted by Tenderers shall be undertaken based on details submitted in the tender only. No clarification/additional information in this regard will be sought from Tenderers. Employer reserve the right to ask any clarification from Tenderers for details submitted with qualification cum technical package if it so desires during the evaluation.
- 23.2 To assist in the examination, evaluation and comparison of Financial Package, the Engineer/ 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 Engineer during the evaluation of tenders in accordance with Clause 25.0 herein.
- 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 Tenderers 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 of the tender documents

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24.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Appendix-FT-13 to Form of Tender.

- 24.3 If a tender is not substantially responsive to the requirements of the 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 package 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.

#### 25.0 EVALUATION OF TENDER

- 25.1.a The Financial Package of the tenderers who fulfill the qualification cum technical criteria only will be evaluated further as referred in the Tender opening and Evaluation.
- 25.1.b The Employer will, keeping in view the contents of paragraph 9.2, carry out qualification cum technical evaluation of qualification cum technical package submitted ,to determine that the Tenderer has a full comprehension of the tendered work. Where a Tenderer's qualification cum technical submittal is found non-complaint with the requirement of work, it may be rejected.
- 25.2 All technically acceptable tenders will be eligible for opening of their financial package. The Employer shall notify all qualified Tenderers to attend the opening of the financial package. The financial package will then be opened in front of attending Tenderers.
- 25.3 The evaluation of Financial Package by the Employer will take into account, in addition to the tender amounts, the following factors:
  - a. Arithmetical errors corrected by the Employer
  - b. Pricing of Unqualified withdrawal of Conditions, Qualification, and 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.
- 25.4 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.
- 25.5 Price adjustment provisions does not exist in the present tender.

25.6 Evaluation of financial offer will be based on quantities in Pricing Document and rates quoted .Any alteration in Pricing Document will not be given any cognizance.

25.7 Eligibility of the firm shall be judged on the basis of evaluation criteria indicated in Qualification cum technical package /.

# 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 amounts in figures and in words, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 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

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

#### 28,0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

28.1 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, or to divide the Contract between/amongst Tenderers 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 the Employer's action.

#### 29.0 NOTIFICATION OF AWARD

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

within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

- 29.2 The Letter of Acceptance will constitute a part of the contract.
- 29.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause 29.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

## 30.0 SIGNING OF AGREEMENT

- 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 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 Contractor through their authorized signatories, will be supplied by the Employer to the Contractor.
- 30.1 The successful tenderer shall submit the following documents within 30 days from the date of issue of the Letter of Acceptance:
  - a. Performance Guarantee
  - b. Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarised by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with tender submittals.
  - c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating in case of any change than submitted along with tender submittals:
    - i. Percentage Participation of each member/partner
    - ii. Joint and several liability of the partners

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## 31.0 PERFORMANCE SECURITY

31.1 The successful Tenderer shall furnish to the Employer a performance security in accordance with sub clause 4.2.1 of the General Conditions of Contract. The Form of Performance Security provided in Schedule-2 to Special Conditions of Contract shall be used.