

**BANGALORE METRO RAIL CORPORATION**  
**BANGALORE METRO RAIL PROJECT-PHASE-1**  
**CONSTRUCTION OF ELEVATED VIADUCT IN REACH-3**  
**(YESWANTHPUR TERMINAL TO SWASTIK)**

**NOTICE INVITING TENDER**

**1. GENERAL**

Bangalore Metro Rail Corporation Ltd (BMRCL) invites sealed tenders from tenderers for the Construction of Elevated Structures (Viaduct) (approx. 5.1 Km) excluding station portions, on **Yeswanthpur Terminal to Swastik (Reach R 3)** section of Bangalore Metro.

<b>Approximate Estimated cost of work</b>	INR 200 Crores
<b>Tender Security amount</b>	INR 200 Lakhs
<b>Cost of Tender form (Non-refundable)</b>	Rs.50,000/- (Rs. Fifty Thousand Only)
<b>Completion period of the Work</b>	27 Months (Twenty Seven Months)
<b>Tender documents on sale</b>	From 14.7.2008 to 31.7.2008 (On all working days between 11.00 and 16.00hrs IST)
<b>Pre-Bid Conference</b>	At 1100 hrs.(IST) on 28.7.2008
<b>Date &amp; time of Submission of Tenders</b>	From 11.00 to 1500 hrs.(IST) on 14.8.2008
<b>Date &amp; time of opening of Tenders</b>	At 1530 hrs.(IST) on 14.8.2008

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

**2. QUALIFICATION REQUIREMENT**

1. BMRCL intends to invite suitably qualified applicants to submit tenders for Construction of Elevated Viaduct in Reach-3 between Yeswanthpur Terminal - Swastik excluding Station section for Bangalore Metro Rail Project. The station structures in various sections including transition spans at both ends (between Viaduct and Station) will be constructed by other Contractors through separate contracts.
2. Construction of viaduct will be undertaken by the Contractor based on the Employer's Requirement and Tender Drawings.
3. The contractor shall also take care of all the temporary or uncharted Utilities and Traffic relocations and diversions during construction of elevated structures for the Project.
4. The contract will include construction of sub-structures including pile / open /raft foundations in soils or pile/ open /raft foundations in rock including socketing in rock, pier and deck supporting two tracks. The method of work is pre-stressed segmental construction and launching by truss in general. Special spans at rail/ road / nallah / river crossings are to be constructed in-situ with suitable arrangements. The normal spans for segmental construction are varying from 19m to 31m. There may be certain special spans which may go up to 50m (steel structure/composite girder).
5. The contractor for this work is also required to have inter-face with other contractors carrying out station work, track work, traction power and signaling works. They are also

required to co-ordinate and get approval from the respective civil authorities for various temporary and permanent works.

6. To qualify for this work, the contractor should have the following capability of construction of:
  - Cast-in-situ bored piles of one metre diameter or above in soil/ rock
  - Pre-cast, Pre-stressed (Post tensioning) concrete segmental construction and launching in position using launching girder.
7. Contractors may apply as a sole contractor or in joint venture, partnership or consortium herein after referred as "group". The number of Joint Venture Partners / Consortium Partners in a Group shall be restricted to maximum four. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. No individual firm will be a member of more than one group. All the members of the Consortium / Joint Venture will be jointly and severally liable for the performance of whole Contract.

### 3. PRE-QUALIFICATION

Applicants for pre-qualification are required to submit the duly filled in Questionnaire and associated information as requested in Technical Evaluation/Qualification Requirement Document.

#### 1. QUALIFICATION REQUIREMENT AND ELIGIBILITY CRITERIA

##### General Requirements

The 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 undertake pro-actively and to manage contract interfaces and co-ordination
- Capability to execute the work in time by having adequate financial resources as well as 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 carry out the works assigned to them as per MOU so that the JV/Consortium as a whole satisfy the qualification requirement and eligibility criteria.*

#### 4. Eligibility Criteria

The applicant must meet the following eligibility criteria for being considered as Technically qualified and become eligible for Technical package opening. In case the applicant is a group, the member satisfying the eligibility criteria 1 and 2 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.

**Note:** "It is not necessary that the work of segmental construction and pilling are executed under same agreement."

The applicant must satisfy similar work criteria as follows:

1. Similar work should have been completed\* for a total length as detailed below in the last five years ending 31.03.2008
  - i. In one contract Viaduct/ Bridge/ Flyover by segmental construction of length atleast 3.0 km.
  - (Or)
  - ii. In two contracts Viaduct / Bridge/ Flyover by segmental construction of length atleast 2.0 km in each contract.
  - (Or)
  - iii. In three contracts Viaduct / Bridge/ Flyover by segmental construction of length atleast 1.5 km in each contract.

\* "Completed" means even ongoing works where required length of segmental construction has been physically completed and the same is supported by Client's Certificate(s).

2. Piling work (1m dia or more) of total length not less than 3000 m in a period of 12 consecutive months.
3. Should have an Average Annual Turnover of not less than Rs 900 million in the last 5 accounting years ( i.e 2003 – 04, 2004 - 05, 2005- 06, 2006- 07, 2007- 08)
4. Net worth in the last accounting year should be positive for each participant having  $\geq$  10% participation in the group/JV.
5. Profitability- Earnings before interest and tax should be positive in atleast 2 years out of the last five years.
6. Should have the following equipments, either owned or to be got on hire or lease. ( proof of owning/getting on hire or lease to be attached)

Type	Minimum No of Equipment/ machineries required
Piling rigs hydraulic for 1200mm dia piles	2
Piling rigs with conventional winch	8
Excavators	3
Fully automatic and computerized batching and Mixing plant(30 cum/hr)	2
Contract pumps / placers	3
Transit Mixers	8
Trailers for carrying precast girder segments	3
Cranes 30 t and above	2
Hydras 10 t	3
Gantries for casting yard	4
Tower cranes for Pier/pier Cap concreting	2

**Note:-**

1. For eligibility criteria Sl. No.3, 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.

The tenderers may obtain further information in respect of these tender documents from the office of the Managing Director, BMRCL, BMTCL Complex, III Floor, K.H. Road, Shantinagar, Bangalore-560027.

**Chief Engineer (Design and Contract)  
BMRCL, Bangalore**

**NOTICE INVITING TENDER****1.1 GENERAL****1.1.1 Name of Work:**

Construction of Elevated Structures (Viaduct) between Ch. Ch 80 to Ch 6200m (approx. 5.1 Km) excluding station portions, on Yeswanthpur Terminal to Swastik (Reach R 3) section of Bangalore Metro.

1.1.2 Bangalore Metro Rail Corporation Ltd (BMRCL) invites sealed tenders from tenderers for the above mentioned work (clause 1.1.1) as under:

<b>Approximate cost of work</b>	INR 200 Crores
<b>Tender Security amount</b>	INR 200 Lakhs
<b>Cost of Tender form (Non-refundable)</b>	Rs.50,000/- (Rs. Fifty Thousand Only)
<b>Completion period of the Work</b>	27 Months (Twenty Seven Months)
<b>Tender documents on sale</b>	From 14.7.2008 to 31.7.2008 (On all working days between 11.00 and 16.00hrs IST)
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**1.2 POINTS TO BE NOTED**

1.2.1 Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above

1.2.2 Tender documents consist of

**Package 1 – Eligibility Criteria cum PQ Package**

- Qualification Requirements

**Package 2 – Technical Package****Volume - 1**

- Notice Inviting Tender (NIT)
- Instructions To Tenderers (ITT)

- Scope of work
- Form of Tender (Including Appendices and Annexures)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

**Volume – 2**

- Technical Specifications
- Geotechnical Data
- Utility Report

**Volume - 3**

- Safety Health & Environment (SHE) Manual

**Volume – 4**

- Tender Drawings

**Package 3 –Financial Package.**

- Pricing document

- 1.2.5 The contract shall be governed by the documents listed in Para 1.2.4 above and, Standard Codes, MORTH, CPWD, Karnataka PWD specifications as applicable. (also refer Para 2.2.4 under section 2 - scope of work for order of preference etc.)
- 1.2.6 The tenderers may obtain further information in respect of these tender documents from the office of the Managing Director, BMRCL, BMTC Complex, III Floor, K.H. Road, Shantinagar, Bangalore-560027.
- 1.2.7 All Tenderers are hereby cautioned that tenders containing any deviation from contractual terms and conditions, specifications and other requirements, save as provided for in "the "Instructions to Tenderers" are liable to be summarily rejected as non-responsive.
- 1.2.8. **"On opening of the Outer Tender envelope, it will be checked whether it contains Eligibility Criteria cum PQ Package, Technical and Financial Packages separately or not. IN CASE THEY ARE NOT SEPARATE / SEALED PROPERLY, THE BID OF THE SAID TENDERER SHALL BE SUMMARILY REJECTED AND THE RATES SHALL NOT BE READ OUT."**
- 1.2.9 BMRCL reserves the right to accept or reject any or all proposals without assigning any reason. No tenderer shall have any cause of action or claim against BMRCL for rejection of his tender.
- 1.3.0 The tender security will require to be submitted be as per **Clause 13.0** of the 'INSTRUCTIONS TO TENDERERS'.

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## INSTRUCTIONS TO TENDERERS (ITT)

## A. GENERAL

## 1.0 INTRODUCTION

- 1.1. The Bangalore Metro Rail Corporation Ltd. (BMRCL) is the special purpose company implementing Bangalore Metro Project. The project comprised of two Corridors viz. East-West Corridor and North – South Corridor consisting of Elevated, At Grade and Underground sections with details (approx.) as under:

Section	East – West Corridor	North – South Corridor
At Grade	0.35 Km	0.30 Km
Elevated	14.35 Km	11.30 Km
Underground	3.40 Km	3.30 Km
<b>Total</b>	<b>18.10 Km</b>	<b>14.90 Km</b>

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

- 1.2 The construction of Elevated Viaduct of East – West and North – South corridors is subdivided into four contract packages as shown below:

Sl.No	Contract Package No.	Section	Corridor	Approximate length of Viaduct (excluding stations)	Contract
1.	BMRCL/VIA/EW/R1/1	Cricket Stadium to Baiyappanhalli	East– West Corridor	6.10 Km	Construction Only (already awarded)
2.	BMR/VIA/EW/R2-1	Mysore Road to Magadi Road	East– West Corridor	5.90 Km	Construction Only
3.	BMR/VIA/NS/R3-1	Yashwanthpur to Swastik	North– South Corridor	5.10 Km	Construction Only
4.	BMR/VIA/NS/R4-1	K.R.Road to R.V Road	North– south corridor	3.70 Km	Design and Construction



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

- 1.3 By this Tender Document, BMRCL invites sealed tenders for Construction of Elevated-Viaduct in Reach 3, vide Tender for Contract No. BMR/VIA/NS/R3-1. This contract is for the Construction of Elevated Viaduct in Reach 3 between CH: 80m and CH: 6200m (Yeswanthpur terminal and Swastik) excluding station portions (the Station and Transition span on either side of the Station but including interfacing pier Column) but including RC wall (abutment) at the end of Elevated Viaduct. Before going underground the portion of the Elevated Structure in the Station portions shall be constructed under the respective Contracts of Stations.
- 1.4 Interested contractors may submit the tender as a sole contractor or in joint venture, partnership or consortium (groups). The number of Joint Venture Members/ Consortium Members in a Group shall be restricted to **maximum four**. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. All the members of the Consortium or Joint Venture will be jointly and severally liable for the performance of whole Contract. International contractors must have atleast one Indian partner who has experience in any of the appropriate disciplines of the contract. The applicant must associate local contractors experienced in requisite disciplines.
- 1.5 It may be clearly understand and noted that
- (a) The tenders for Contract Nos. BMR/VIA/EW/R2-1, BMR/VIA/NS/R3-1 and BMR/VIA/NS/R4-1 prescribed in paragraph above will be invited individually and evaluated independently, and
- (b) The tenderers can submit their tenders for any number of tenders. However, award of more than one tender to a tenderer will be at the discretion of BMRCL and will be depend on the capacity and financial soundness of the tenderer as judged by BMRCL to carry out simultaneously works of this magnitude BMRCL decision is final and binding in the regard.
- 2.0 **ELIGIBILITY REQUIREMENTS**
- 2.1 This invitation to Tender is open to only those agencies who fulfill the eligibility criteria as prescribed in paragraph of ITT hereof and Eligibility Criteria as described in Qualification Requirement (Package-1)
- 2.2 The Tenderers shall prepare, complete and submit, Technical Qualification Questionnaire together with required documents prescribed in Tender Document.
- 2.3 Each Tender shall submit only one tender either himself or as a members in a joint venture/ consortium for the Work. If the Tenderer submits or if any one of the members in a Joint Venture / Consortium participates in more than one Tender, both tenders will be disqualified.
- 2.4 The applicant must meet the eligibility criteria stipulated in Qualification Requirement for the purpose of qualification as eligible / qualified tenderers.

**2.5 Litigation History**

Details pertaining to litigation history will be evaluated over a 10 year period (last 10 Calendar years ending 31.12.07). An annual average of more than one litigation case in the last 10 years shall render the applicant to be disqualified.

**2.6 All tenders submitted shall include the following information:**

**2.6.1** In the case of tender by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed in the Qualification Document along with the Pre-Qualification documents as mentioned therein. The following requirements shall also be complied with:

- a. the tender, and, in the case of a successful tender, the Form of Contract Agreement, shall be individually signed so as to be legally binding on all members/constituents as the case may be.
- b. in case of partnership, consortium or joint venture, one of the members shall be nominated as being In-charge as Lead or Prime member and this authorization shall be evidenced by submitting a power of attorney signed by the member or legally authorized signatories of all the members.
- c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members shall be provided in case of a consortium/joint venture.
- d. the partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the member In-charge of Joint Venture or consortium.
- e. all members of the joint venture or the consortium shall be liable jointly and severally responsible for the execution of the Contract.
- f. in the event of default by any member in the case of a joint venture or a consortium in the execution of his part of the Contract, the member In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
- g. a copy of the MoU agreement entered into by the joint venture/ consortium members duly notarized shall be submitted along with the tender as a part of Qualification Document with details of Lead Member, details of percentage participation and responsibility of each member etc.

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

- 2.7 Each page of tender shall be signed by the authorized signatory.
- 2.8 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Tenderer to the Engineer and the Employer
- 2.9 Each Tenderer, and all of its associates (if any) and all the members of the "Group" in case of joint venture/consortium will be required to confirm and declare in the Tender submittal they have not engaged in any fraudulent and corrupt practice as defined in Sub-Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

**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 Geo-Technical Data and details of utilities in the Tender Document are based on the surveys conducted by BMRCL and for reference only. Tenderer is expected to satisfy himself with data furnished and if required carry out investigations independently for submitting his Tender. Any change in design or construction methodology later during execution on account of change will be borne by the Contractor.

**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/VIA/NS/R3-1 of the Bangalore Metro Rail Project and as more particularly described in those documents.
- (a) Notice Inviting Tender
- (b) Instructions to Tenderers

- (c) Qualification Requirement
- (d) Form of Tenders and Appendices & Annexure
- (e) General Conditions of Contract
- (f) Special Conditions of Contract and Schedules
- (g) Employer's Requirement – Scope of Works
- (h) Employer's Requirement – Construction
- (j) Pricing Document
- (k) Tender Drawings
- (l) Geo-Technical Report (Reference only)
- (m) Safety, Healthy and Environment Manual (Reference only)
- (n) Utility Investigation Report (Reference only)

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

The accuracy or reliability of the documents and reports referred to above and of any other information supplied, prepared or commissioned at any time by the Employer or other in connection with Contract No. BMR/VIA/NS/R231 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 within scheduled period .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 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 amendment in 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 the date given in the Notice of Invitation to Tenderer, submit his Tender in Four (4) separate sealed envelopes clearly marked with the name of Tenderer and with;

"Contract No: BMR/VIA/NS/R3-1: Tender Guarantee" and

"Contract No: BMR/VIA/NS/R3-1: Eligibility Criteria cum PQ Package" and

"Contract No: BMR/VIA/NS/R3-1: Technical Package" and

"Contract No: BMR/VIA/NS/R3-1: 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.

In submission of the Tender (Eligibility Criteria cum PQ package, Technical Package, Financial Package), Tenderer(s) shall assign person(s) in writing to submit the Tender accompanied by the original of the Tender Guarantee which shall be brought a separate envelop by the Tenderer.

**9.2. ELIGIBILITY CRITERIA CUM PQ PACKAGE**

The Qualification package, clearly labeled as "ELIGIBILITY CRITERIA CUM PQ PACKAGE", shall comprise the followings:

- Qualification Requirement
- Eligibility Criteria.
- **TECHNICAL PACKAGE**

Technical Qualification Questionnaire and undertaking and verification statement including Annexures 1,1A,1B,1C,2,2A,3,4,and 5

- (b) Letters of applications.
- (c) Power of Attorney (in favour 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 Pre-qualification questionnaire of Qualification Document
- (i) Attested copy of the Latest Income Tax Clearance Certificate (ITCC) in the pro-forma 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.

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

If the Technical Information submitted by the tenderer is not in order as per the requirement in the tender document, the tenderer may require to furnish the detailed clarification to qualify their technical suitability. If after its examination, the Engineer/ Employer notified that the information furnished are not satisfactory, his tender shall be liable to be rejected by the Employer, who may not open their Financial Package.

Technical package is to determine that the Tenderer has a full comprehension of the work of the contract. Where in if the Tenderers technical submittal is found non-complaint with the requirement of work, it may be rejected.

9.3.1 The Tenderer shall submit as "Technical Package" the following documents, dully completed.

- a) Form of Tender (Without appendices).

- b) Appendix FT-1 to the Form of Tender: Contract Conditions;
- c) Appendix FT-2 to the Form of Tender: proposed Detailed Design Consultants.(see paragraph 9.3.2 below).
- d) Appendix FT-4 to the Form of Tender : Outline Quality Plan(see paragraph 9.3.8 below)
- e) Appendix FT-5 to the Form of Tender: Outline Safety Plan(see paragraph 9.3.9 below)
- f) Appendix FT-6 to the Form of Tender: Outline Environment Plan (see paragraph 9.3.9 below)
- g) Appendix FT-7 to the Form of Tender: Contractor's Technical Proposals (see paragraph 9.3.7 below)
- h) Appendix FT-8 to the Form of Tender: Details of Proposed Sub contractor (see paragraph 9.3.5 below)
- i) Appendix FT-9 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraph 9.3.3 and 9.3.4 below).
- j) Appendix FT-10 to the Form of Tender : Resources Proposed for the Project – Plant and Equipment (see paragraph 9.3.6 below)
- k) Appendix FT-11 to the Form of Tender: Tender Index (see paragraph C25 below).
- l) Appendix FT-12 to the Form of Tender: Declaration for non-engagement of any agent, middleman or intermediary;
- m) Appendix FT-13 to the Form of Tender: Statement of deviation including Undertaking(see paragraph 9.3.10 and 14.0 below);
- n) Appendix FT-14 to the Form of Tender: Certificate Confirming Site Visit;
- o) Appendix FT-15 to the Form of Tender: Certificate Confirming Receipt of all tender addenda;
- p) Appendix FT-16 to the Form of Tender :Letter of Undertaking;
- q) Appendix FT-17 to the Form of Tender: Establishment of Contractor's Office in Bangalore.
- r) Appendix FT-18 to the Form of Letter of Undertaking for verification of statement
- s) Appendix FT 19 to the Form of Letter of undertaking for Conflict of interest.
- t) One set of complete Tender documents (including all Addenda) untampered , signed on right hand bottom corner of each page
- u) 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.

- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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 50% of the value of work.
- 9.3.5 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.
- 9.3.6 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 Construction 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.

- iv. Design notes calculations, specifications and dimensioned drawings of casting / fabrication and stocking yard and launching scheme etc.

#### 9.3.7 QUALITY ASSURANCE PLAN

- i. 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 9001 – 1994 – "Model for Quality Assurance in Design, Development Procurement, Installation and Servicing".

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.

#### 9.3.8 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.

9.3.9 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.

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

#### **9.4 FINANCIAL PACKAGE**

9.4.1 The Tenderer shall submit as "**FINANCIAL PACKAGE**" the following documents, dully completed;

- i. Package-3 Pricing Document (Bill of Quantities)
- ii. Appendix FT-3 to Form of Tender; Pricing of Unqualified withdrawal of conditions Qualifications, Deviations etc. (see paragraphs 9.3.10 above and 14.0 below).

9.4.2 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.

9.5 Documents to be submitted by the Tenderer under Qualification, Technical and Financial Packages have been described under the respective Clauses 9.2, 9.3 and 9.4. 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.

9.6. 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 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, Tender Drawings, Specifications and Bill of Quantities.. 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.

10.2 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.

10.5 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.

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 Schedule Bank as defined in Section 2 9e) of RBI Act 1934 read with Second Schedule in the form given in Annexure-2 to Form of Tender. . **In case of joint venture/consortia, Tender security can be furnished by any one of the members of the joint venture/consortium** .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.
- 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 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 **28.07.2008** at 1100 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 or more 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.
- 16.3 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**

- 17.1 The Tenderer shall prepare one original and two copies of the documents comprising the tender as described in paragraph 9 of Instructions to Tender. In the event of discrepancy between them, the original shall prevail. Each set containing the three packages, **ELIGIBILITY CRITERIA CUM PQ PACKAGE, TECHNICAL PACKAGE and FINANCIAL PACKAGE** shall be sealed in three separate envelopes And each envelope shall contain three inner envelopes marked original, Copy1 and Copy2.

The three package envelopes shall be wrapped in an outer envelope addressed to The Chief Engineer (Design and Contract), BMRCL, Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560 027, Karnataka, India duly super scribing on top, tender number, name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the Tenderer. Thus the outermost envelope shall contain 13 envelopes inside it Viz, EMD1, Pre- Qualification, Technical and Financial Packages-3, original Copy-1 and Copy-2 (3x3=9) .

The contents of the three Packages shall be as detailed under Clauses 9.2, 9.3 and 9.4 herein.

The Tender Guarantee shall be put in a separate envelope by the Tenderer.

- 17.2 No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

**18.0 SUBMISSION OF TENDERS**

- 18.1 Tenders should be submitted at the following address:

The Chief Engineer (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 outermost Tender envelope, it will be checked if it contains. EMD envelope Eligibility criteria cum PQ Package, Technical & Financial Packages Envelopes. EMD envelope will be opened first and checked for its adequacies and whether it is the acceptable form or not.
- 21.2 Then the Employer/ Engineer will open the Eligibility criteria cum PQ Package, 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, and Karnataka, India. of only those tenderers whose EMD is found to be acceptable and valid. 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 Package. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 21.3 Eligibility criteria cum PQ Package of the Tenderer will thereafter be examined to see if they are complete and 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 Technical Package and Financial Package will not be considered at all for further processing.
- 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 Technical Package and Financial Package will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of Eligibility criteria cum PQ packages. Technical packages of Tenderers who meet the eligibility and qualification criteria will be opened and the date for opening of Technical package shall be informed to the qualified tenderers separately in advance. If the tenderer does not meet the eligibility and qualifying criteria, the Technical and Financial Packages of those Tenderes shall be returned unopened.
- 21.6 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 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.
- 21.7 Technical packages having documents meeting the Technical requirement of the Tender and of all technically found suitable only will be qualified for opening of their Financial Package. The date and

- time of Financial Package opening shall be informed separately, in advance of opening of financial package.
- 21.8 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**
- 23.1 Technical evaluation of technical packages submitted by Tenderers shall be undertaken based on details submitted in the technical package 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 technical package if it so desires during the technical 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.
- 24 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
- 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 Technical package and Financial Package of only those tenderers who fulfill the qualification criteria and eligibility criteria will be evaluated further as referred in the above Para of Tender opening and Evaluation.
- 25.1.b The Employer will, keeping in view the contents of paragraph 9.3, carry out technical evaluation of submitted technical package to determine that the Tenderer has a full comprehension of the work of the contract. Where a Tenderers 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 technically 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 applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

- 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 eligibility criteria indicated in Qualification Requirement.
- 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 the Eligibility and Technical Qualification and whose tender is 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**
- 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

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 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

### 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.

### 32.0 CONTACT PERSON IN BMRCL OFFICE

The contract person in BMRCL office, regarding this tender will be Mr. N.P. Sharma CE (Designs & Contracts) Tele Phone No. 080-22969354. And Fax No.: 080-22969222