

**BANGALORE METRO RAIL CORPORATION LTD.**

(A Joint Venture of GOK & GOI)

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

Shantinagar, Bangalore-560 027 (India)

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

Email: contracts@bmrc.co.in. Web site: www.bmrc.co.in

Tender No: BMRCL/Phase-2/Reach-5/2015/ Demolition/DLN-4

Dated: 07.12.2015

BANGALORE METRO RAIL PROJECT, Phase-2**TENDER NOTIFICATION**

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites Tenders **Single stage – Single Envelope** from the reputed and experienced Contractors (**JV/Consortium Not permitted**) having previous experience in the works of similar nature, volume and complexity completed during the last seven years ending **31.03.2015** relating to **“Proposed Partial and Full Demolition/dismantling of buildings/structures identified for acquisition located in Oxford College - Bommasandra Section (Chainage: 6640 m to Ch: 18590 m, Pier No. 248 to 643) of Reach-5 line of Phase-2 of Bangalore Metro Rail Project.”** Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Sl. No	Tender Notification No:	Name of the work	Estimated cost	Cost of Tender document	Tender Security Amount	Sale of Tender Documents	Date & time for submission of Tenders
			(Amount in INR)				
1	BMRCL/ Phase-2/ Reach-5/ 2015/ Demolition/ DLN-4	“Proposed Partial and Full Demolition/dismantling of buildings/structures identified for acquisition located in Oxford College - Bommasandra Section (Chainage: 6640 m to Ch: 18590 m, Pier No. 248 to 643) of Reach-5 line of Phase-2 of Bangalore Metro Rail Project.”	4.29 Crores	10,000/- (Rupees ten thousand only)	6.44 Lakhs	09.12.2015 to 08.01.2016	11.01.2016 (from 11.00 hrs. to 15.00 hrs (IST)

- Note:**
- The Tender document will be available for sale from 11.00 to 17.00 hours on all working days
 - The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on submission of the following documents along with a requisition letter:
 - Work completed Certificate/s issued by the client/employer as indicated in Qualification Criteria and duly attested by Notary.
 - Cost of the tender document is Rs.10,000/ (Rupees ten thousand only) in the form of a **Crossed Demand Draft** issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of ‘Bangalore Metro Rail Corporation Limited’, **payable at Bangalore.**
 - Mere issue of tender document to the tenderer does not infer that the tenderer has qualified for the award of the work. However, to qualify or otherwise will be decided based on the scrutiny of the documents submitted by the tenderer.
 - The intending Tenderers are required to submit all the credentials and information as required in the Tender documents with the requisite Tender Security Amount as mentioned above at the time of submission of the Tender.

Further details will be available on web site: www.bmrc.co.in from **09.12.2015**

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd.

Bangalore Metro Rail Corporation Limited

Tender No: BMRCL/Phase 2/Reach5/2015/Demolition/ DLN-4

“Proposed Partial and Full Demolition/dismantling of buildings/structures identified for acquisition located in Oxford College - Bommasandra Section (Chainage: 6640 m to Ch: 18590 m, Pier No.248 to 643) of Reach-5 line of Phase-2 of Bangalore Metro Rail Project.”

SECTION - 1

Notice Inviting Tender

BANGALORE METRO RAIL CORPORATION LIMITED

Ref: BMRCL/Phase-2/Reach-5/2015/Demolition/DLN-4

Date: 07/12/2015

TO

FROM

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

Sub: “Proposed Partial and Full Demolition/dismantling of buildings/structures identified for acquisition located in Oxford College - Bommasandra Section (Chainage: 6640 m to Ch: 18590 m, Pier No.248 to 643) of Reach-5 line of Phase-2 of Bangalore Metro Rail Project.”

Ref: Tender Notification No: BMRCL/Phase-2/Reach-5/2015/Demolition/DLN-4 dated 07/12/2015

NOTICE INVITING TENDER- SECTION – 1

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders (Single Stage-Single Envelope) from the reputed and experienced contractors for **“Proposed Partial and Full Demolition/dismantling of buildings/structures identified for acquisition located in Oxford College - Bommasandra Section (Chainage: 6640 m to Ch: 18590 m, Pier No.248 to 643) of Reach-5 line of Phase-2 of Bangalore Metro Rail Project”** vide Tender Notification No: BMRCL/Phase-2/Reach-5/2015/Demolition/DLN-4 dated 07/12/2015

Key Details:

1	Cost of tender document	INR 10,000/- (Rupees Ten Thousand only)
2	Estimated Cost of work	INR 4.29 Crores (Rupees Four crore twenty nine lakhs only)
3	Tender Security Amount	INR 6.44 Lakhs (Rupees six lakhs and forty four thousand only)
4	Sale of Tender documents	From 09/12/2015 to 08/01/2016 on all working days between 11.00 hrs to 17.00 hrs IST
5	Last date of Seeking Clarification	29/12/2015
6	Pre-bid meeting	28/12/2015 at 11.00 hrs
7.	Venue of Pre bid Meeting	Office of the Bangalore Metro Rail Corporation Limited Third Floor, BMTC Complex KH Road, Shantinagar Bangalore-560027, Karnataka, India
8	Date & time of submission of tender	11/01/2016 from 11.00 hrs to 15.00 hrs
9	Date & Time of opening of tender	11/01/2016 at 15.30 hrs (IST)
10	Period of Completion of Work	09 months

1	Joint Venture (JV) is not permitted.
2	Tenders shall be valid for a period of 180 days from the date of submission of Tender.
	The tender documents are sold to those who submits copies of the following documents along with a requisition letter ;
(i)	Work completed Certificate/s issued by the client/employer as indicated in Qualification Criteria and duly attested by Notary.
(ii)	Cost of the tender document of Rs.10,000/ (Rupees ten thousand only) in the form of a Crossed Demand Draft issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of 'Bangalore Metro Rail Corporation Limited', payable at Bangalore.
(iii)	A preliminary scrutiny of the documents submitted will be done initially while issuing the tender documents to the tenderer. However, mere issue of tender document to the tenderer does not infer that the tenderer has qualified for the award of the work. To qualify or otherwise will be decided based on the scrutiny and certificates of the documents submitted by the tenderer on the date of submission of tender.
3	The Tenderer shall furnish with his tender, Tender Security Amount INR 6.44 Lakhs (Rupees six lakhs and forty four thousand only) in the form of a Crossed Demand Draft for an above mentioned amount, issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of ' Bangalore Metro Rail Corporation Limited ', payable at Bangalore.
4	<u>The tender documents are to be submitted by the Tenderer un-tampered, duly signed and stamped on each page.</u>
5	Please note carefully the requirements, date and time for submitting tenders. Late tenders will be rejected.
6	BMRCL requires that bidders should observe highest standard of ethics during the Tender and execution of contracts. BMRCL will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for the present contract.

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd

SECTION – 2
INSTRUCTION TO TENDERERS

INSTRUCTION TO TENDERERS		
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INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

1.0 INTRODUCTION:

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders (**Single stage – Single envelope**) from eligible tenderers for the work mentioned below.

Name of the Work:“Proposed Partial and Full Demolition/dismantling of buildings/structures identified for acquisition located in Oxford College - Bommasandra Section (Chainage: 6640 m to Ch: 18590 m, Pier No.248 to 643) of Reach-5 line of Phase-2 of Bangalore Metro Rail Project.” Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

- 1.2** Interested Tenderers may apply as a sole contractor or as an Individual Firm, or as a Limited Company

2.0 ELIGIBILITY REQUIREMENTS:

This Invitation to Tenderer is open to only those agencies who fulfil the minimum Qualification Requirement as prescribed in Qualification Criteria (Section – 3).

- 2.1** The Tenderers shall prepare and submit, Qualification details together with required documents prescribed in Form of Tender.

- 2.2** Each Tenderer shall submit **only one tender**.

- 2.3** Conflict of Interest: The applicant shall not be one of the following:

- (a) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project.
- (b) Any association/affiliates (inclusive of parent firms) of a firm or an organisation mentioned in paragraph (a) above.
- (c) A contractor who lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

- 2.4** All tenderers are to note the following:

- (a) In the case of a successful tender, the Form of Contract Agreement shall be signed so as to be bound legally.
- (b) The successful Tenderer is responsible for the execution of the Contract till the completion of work.
- (c) In the event of default by the tenderer in the execution of the contract, Employer reserves the right to terminate the contract.
- (d) 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.

- (e) Each page of tender document including Addendum, Corrigendum, etc., if any, shall be signed by the authorized signatory.
- (f) 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.
- (g) 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.
- (h) Non-deployment/compliance to the Tender submissions by the tenderer may lead to remedial action in accordance with the contract and also debar the tenderer from participating in BMRCL Tenders in future.

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

4.0 SITE VISIT: Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine and shall be deemed to have inspected the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself all information that may be necessary for preparing the tender and entering into a Contract. The traffic diversions if required will be planned by the contractor in consultation with traffic police.

B. TENDER DOCUMENTS

5.0 CONTENTS OF TENDER DOCUMENTS:

5.1 The Tender Documents as listed below have been prepared for the purpose of inviting tenders for **Partial and Full Demolition/Dismantling and Restoration Works** in connection with **Tender No: BMRCL/Phase-2/Reach-5/2015/Demolition/DLN-4** of the Bangalore Metro Rail Project and as more particularly described in those documents.

Technical and Financial Package		
Technical Proposal		
1		Tender Notification
2	Section : 1	Notice Inviting Tender (NIT)
3	Section : 2	Instruction to Tenderers (ITT)
4	Section : 3	Qualification Criteria (QC)
5	Section : 4	Form of Tender
6	Section : 5	Conditions of Contract
7	Section : 6	Conditions of Contract – Schedules
8	Section : 7	Employer's Requirement :
		Part-1 - General
		Part-2 - The Key Engineering Controls and Work Practices
		Part-3 - Scope of Work
		Part-4 - Technical Specifications
9	Section : 8	Contract Data
10	Section : 9	Tender Drawings
11	Section : 10	Financial Proposal: Pricing Document for Partial and full

	Demolition/Dismantling Works for R5	
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5.2 The Tenderer is expected to examine carefully all the contents of the Tender Documents and take them fully into account before submitting his Tender. Failure to comply with the requirements as detailed in these documents shall be at the Tenderer's risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected. Please note that the soft copy of the tender document will not be provided.

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 only. No claim on account of any errors detected in the tender documents shall be entertained.

6.2 A Tenderer requiring any clarification of the tender documents including any error or mismatch in the tender documents, may notify the General Manager (Contracts) in writing at the mailing address indicated in NIT. The Employer will respond in writing to any request for clarification received in writing from tenderers prior to dead line. Written copies of the response of the BMRCL will be sent to all prospective Tenderers who have purchased the tender documents.

7.0 **AMENDMENT TO TENDER DOCUMENTS**

The Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment will be sent in writing or fax to all prospective Tenderers, who have purchased the tender document in the tender period.

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

In order to afford 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 18of Instructions to Tenderers.

C **PREPARATION OF TENDERS**

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

9.0 **DOCUMENTS COMPRISING THE TENDER:**The tenders (all documents as described in ITT Clause 5.1) are to be submitted by the due date in accordance with Clause 17.1 of Instruction to Tenderers.

10. **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/prices for all items of Works/Section described in the Pricing Document. Corrections if any shall be made by crossing out, initialing, dating and rewriting.

10.1 The Tenderer is to quote percentage i.e. (above or below or Par Value) as per Tender Document.

- 10.2 It is indicated that if the Bid of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract i.e. $\pm 15\%$ of the estimated value, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 31 be increased and an additional performance security may be obtained at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer. The amount of the additional increased performance security shall be 10% of the amount considered unbalanced by the Employer will be binding on the tenderer. If the tenderer expresses unwillingness to this condition, his tender will be rejected.
- 10.3 The Tenderer shall keep the contents of his tender and percentage 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 percentage 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. **CURRENCIES OF THE TENDER:** Tender prices shall be quoted in **Indian National Rupees** only.
12. **TENDER VALIDITY**
- 12.1 The tender shall remain valid and open for acceptance for a period of **180 days** from the Last date of submission of tender as indicated in NIT.
- 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. 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, Tender Security Amount in the form of a Demand Draft **for INR 6.44 Lakhs (Rupees six lakhs and forty four thousand only)** 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 29e) of RBI Act 1934 read with Second Schedule. Any tender not accompanied by an acceptable tender security will be summarily rejected.
- 13.2 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.
- 13.3 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.

13.4 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) 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.

13.5 **No interest** will be payable by the Employer on the tender security amount cited above.

14.0 **DELETED**

15.0 **PRE-BIDMEETING:** Pre-Tender meeting will be held on **28.12.2015** at 11:00 Hrs. in the Office of the BMRCL 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. A copy (in English) of the Memorandum and Articles of Association (or equivalent) for an incorporated Tenderer (or, in the case of a group, for each corporation forming a part of the Tenderer) shall accompany the tender.

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 submit the tender in person on the date given in the Notice of Invitation to Tenderer, submit (ALL IN ORIGINAL) sealed Single Tender envelope containing **Tender Security, Technical and Financial Package** clearly marked with the name of Tenderer, time and date for submission and time and date for opening super scribed as:

“Tender Notification No:BMRCL/Phase-2/Reach-5/2015/Demolition/DLN-4”

For submission of the Tender, Tenderer(s) shall assign person(s) in writing. Tender Drawings (if any) are also required to be submitted in Original along with the tender documents.

- 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 during the time and the date for submission.

The General Manager (Contracts)

BMRCL, Third Floor,
BMTCL Complex, KH Road, Shantinagar,
Bangalore-560 027.

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

- 19.0 **LATE TENDERS:** No tender will be accepted after the closing time on the specified submission date.

- 20.0 DELETED.

E. TENDER OPENING AND EVALUATION**21.0 TENDER OPENING**

- 21.1 The tender envelope will be opened to ascertain if it contains **Tender security, Technical and Financial document**. The Tender security amount will be checked for its adequacies in accordance with Clause 13 of ITT. In case any short comings are observed, the tender will be rejected.

- 21.2 The Tenderers name, Qualification Criteria, the rates quoted and any such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be read out and recorded at the time of tender opening. **Detailed Evaluation of Technical Proposal will be carried out later.**

- 21.3 **Mere being the lowest bidder financially does not qualify for the award of the work. He should fulfill all the conditions as per qualification criteria which will be evaluated in detail later. Also the rates quoted must be found reasonable by BMRCL.**

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. Employer reserves 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.

- 23.3 **Delay/refusal to the request for clarification as referred in the above Para 23.1 and 23.2 may result in the rejection of the tender.**

24.0 **DETERMINATION OF RESPONSIVENESS**

- 24.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements as stipulated in the tender documents.

- 24.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications.

- 24.3 If a tender is not substantially responsive to the requirements as stipulated in tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. His tender will be rejected. 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 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) 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.

- 25.2 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.

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. In case there is a discrepancy between amounts in figures and in words, the amount in words will govern and if a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

F. AWARD OF CONTRACT**27.0 AWARD CRITERIA**

Subject to Clause 25.0, the Employer will award, the Contract to the Tenderer, who meet Qualification and Eligibility criteria and whose tender is responsive, complete and in accordance with the tender documents, after evaluating Technical and Financial documents.

The Employer has the right to review the qualification criteria as specified in the tender document are still being met by the tenderer or not, any time prior to award of contract. A tender shall be rejected if the qualification criteria as specified in the tender document are no longer met by the tenderer despite being determined to be the lowest evaluated tender. In this event the Employer shall proceed to the next lowest evaluated tender and make a similar reassessment.

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 Employer's action.

29.0 NOTIFICATION OF AWARD

29.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing that his tender has been accepted. This letter (hereinafter 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 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. The Letter of Acceptance will constitute a part of the contract.

Upon "Letter of acceptance" being signed and returned by the successful Tenderer, the employer will promptly notify the unsuccessful Tenderers and discharge/return their Tender Securities.

30.0 SIGNING OF AGREEMENT

The successful tenderer shall submit the following documents within 15 days from the

- date of issue of Letter of Acceptance.
- (a) Performance Security
- (b) Power of Attorney(s) in case of any change than submitted along with tender submittals.
- 30.2 Within 30 days from the date of issue of Letter of Acceptance the successful tenderer will be required to execute the Contract agreement as prescribed in schedule 1 to the Special Conditions of Contract. 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.
- 30.3 In the case of the death of a contractor after executing the agreement/commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.
- 31.0 **PERFORMANCE SECURITY**
- 31.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a performance Security deposit in any of the forms given below for an amount equivalent to 15% (Fifteen percent) of the Contract Price, plus additional security for unbalanced tenders in accordance with Clause 10.2 of ITT, if any:
- Demand Draft in favour of BMRCL payable at Bangalore
 - “OR”
 - A Bank Guarantee (Payable at Bangalore at the Designated Branch) in the form given in Schedule 2.
- 31.2 If the performance security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, (Payable at Bangalore at the Designated Branch.) it shall be issued either by a Nationalized or Scheduled Bank included in second schedule to RBI Act, 1934 but excluding co-operative Bank. This should be valid up to the final completion of Defect Liability Period.
- 31.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 30.0 shall constitute sufficient grounds for cancellation of the award and forfeiture of Tender security.
- 32.0 **RETENTION MONEY:**
- Retention money equal to 10% (ten percent) of the amount due to the Contractor from time to time will be retained from the Running Account Bills, subject to a maximum of 5% of the contract value. The Retention money shall be held by the Employer without obligation to invest them or account for interest thereon or to place them in a designated account. No interest of whatsoever nature and type will be paid to the Contractor by the Employer in respect of Retention money. The retention money will be released along with the final bill upon submission of No Claim Certificate.
- 33.0 **CONTACT PERSON IN BMRCL OFFICE**
- The contact person in **BMRCL** office, regarding this tender will be General Manager (Contracts) Telephone No 080-22969300 and Fax No. 080-229692222, Email: contracts@bmrc.co.in.

SECTION -3
QUALIFICATION CRITERIA

QUALIFICATION CRITERIA		
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3	FINANCIAL CRITERIA	2

1. GENERAL INFORMATION:

- 1.1 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.
- 1.2 Applicants for qualifying are required to submit the duly filled in details and associated information as requested in Qualification Requirement document.
- 1.3 **The Applicants should fulfil the WORKS & FINANCE CRITERIA as follows:**

2. WORKS CRITERIA:

The tenderer in his/its name should have relevant and proven experience of having successfully completed similar work which means, demolition/dismantling of buildings/structures and restoration work to make the structure/buildings usable, identified for acquisition, as detailed below in the last **seven years** ending 31.03.2015 as under:

- (i) At least **ONE WORK** of demolition/dismantling/restoration of structures/buildings of value of INR **3.43** crores or more.
OR
- (ii) **TWO WORKS** of demolition/dismantling/restoration of structures/buildings each of value of INR **2.15** crores or more.
OR
- (iii) **THREE WORKS** of demolition/dismantling/restoration of Structures/buildings each of value of INR **1.72** crores or more.

Note: In support of works performed, tenderer shall enclose/attach the necessary certificates duly signed by the Employer.

AND

3. FINANCIAL CRITERIA:

Tenderer is required to submit the following details:

- (a) **Average Annual Turnover:** To qualify for award of this contract each tenderer in his name should have in the last five years' period(s) achieved in at least two financial years an average annual financial turnover of INR **4.29** Crores duly certified by Chartered Accountant; and
- (b) **Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the employer. This shall be seen from the banking reference. Banking reference should contain in clear terms the bank will be in a position to lend an amount of INR **85.80 lakhs** for this work to the applicant.