



**BANGALORE METRO RAIL CORPORATION LIMITED**

(A Joint Venture of Govt. of India and Govt. of Karnataka)

BMTC Complex, III<sup>rd</sup> floor, Shanthinagar,

K.H. Road, Bangalore-560027.

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Web:www.bmrc.co.in

No.BMRCL/Tender/ELE-US[R1]/12/2016-17

Date: 07/01/2017

**NOTICE INVITING TENDER (NIT)**

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of India and Government of Karnataka invites sealed Tenders from the experienced and eligible Tenderers for the work mentioned below under Local Competitive Tender (LCB) on total "PERCENTAGE TENDER" basis for

"Modification Of Existing 220/66kv Line Tower with suitable 220kV / 66kV Narrow based / Normal Towers of:

- i) 66kV Hoody – ITI DC line near B.Narayanapura
- ii) 66kV Hoody – EPIP SC line near Kamat Hotel.
- iii) 66kV Hoody – EPIP SC line near EPIP.
- iv) 220kV Hoody – HAL DC line near Hoody.
- v) 220kV Hoody – Somanahalli DC line near Hoody and near Hotel Kamat.
- vi) 220kV Hoody – Somanahalli DC line near EPIP.

For getting adequate vertical clearance between the Metro railway track & the above 220/66kV Lines in Reach – I Extension, phase-II" of BMRCL Project.

A. Details of the Tender are as under:

| Sl. No | Name of the Work   | Approximate Value of work put to Tender INR in Lakhs | Cost of Tender Documents (In INR) | EMD (In INR) | Period of completion of work |
|--------|--|--|-----------------------------------|--------------|------------------------------|
| 1      | <p>"Modification Of Existing 220/66kv Line Tower with suitable 220kV / 66kV Narrow based / Normal Towers of:</p> <ul style="list-style-type: none"> <li>i) 66kV Hoody – ITI DC line near B.Narayanapura</li> <li>ii) 66kV Hoody – EPIP SC line near Kamat Hotel.</li> <li>iii) 66kV Hoody – EPIP SC line near EPIP.</li> <li>iv) 220kV Hoody – HAL DC line near Hoody.</li> <li>v) 220kV Hoody – Somanahalli DC line near Hoody and near Hotel Kamat.</li> <li>vi) 220kV Hoody – Somanahalli DC line near EPIP.</li> </ul> <p>For getting adequate vertical clearance between the Metro railway track &amp; the above 220/66kV Lines in Reach – I Extension, phase-II" of BMRCL Project.</p> | 467.00   | 10,000/-                          | 7,00,500/-   | 9 months.                    |

B. Tenders not covering the entire specified scope shall be treated as incomplete and rejected.

- C. The Interested eligible Tenderers may obtain further information on BMRCL website [www.bmrc.co.in](http://www.bmrc.co.in). The Tender documents would be available on prescribed payment from 13/01/2017 to 15/02/2017 during office working hours.
- D. A complete set of non transferable Tender documents may be obtained on payment of non-refundable fee of INR 10,000/- (Indian Rupees Ten Thousand only) in the form of DD / Pay Order in favour of BMRCL, payable at Bangalore by sending a written request in person to Chief Engineer (Electrical - I), BMRCL, III<sup>rd</sup> Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-560 027 on all working days during the working hours till the last date of sale of documents.

The Tender document consists of:

1. Qualification cum Technical Package
  2. Financial Package
- E. Completed Tenders shall be submitted along with the EMD in the form of Demand Draft/ Pay order /Bank Guarantee payable at any designated branch in Bangalore, as mentioned against EMD column and ITT clause 16. The EMD shall cover the entire validity period of the Tender plus 30 days including period of extension if any, required by BMRCL.
- F. Tenders shall be submitted in 3 sealed envelopes / covers separately for:
- (i) The Tender Security / Earnest Money Deposit (EMD)
  - (ii) Qualification cum Technical Package and
  - (iii) Financial Package,

Both Qualification cum Technical & Financial Packages shall be in duplicate in separate sealed covers.

All the three shall be enclosed in an outer sealed Envelope. On opening of the Outer envelope, it will be checked whether it contains EMD, Qualification cum Technical and Financial Packages separately or not. IN CASE THEY ARE NOT SEPARATE AND SEALED PROPERLY, THE TENDER OF SUCH TENDERER SHALL BE SUMMARILY REJECTED.

- G. Tenders will be received up to 15.00 hours on 02/03/2017. The Qualification cum Technical Packages of only those Tenderers who have submitted valid EMD/Bank Guarantee will be opened in the presence of the Tenderer or his authorized representative who choose to attend, at the office of BMRCL on 02/03/2017 from 15.30 hours. If the office happens to be closed on the last day of issue or receipt of the Tenders for any reason, the Tenders will be issued or received and opened on the next working day of the office at the same venue and time.
- H. The Financial Packages of technically qualified Tenderers will be opened at a later date under intimation to such Tenderers only in the presence of Tenderers/representatives who choose to be present. Tender security/EMD of Tenderers not technically qualified will be returned through registered post only after award of the Contract to the successful Tenderer.
- I. The Tenderer shall provide credentials in support of the Qualification criteria, technical capability, financial strength and past experience by supporting documents / client certificates / CA's audit reports set forth in clause 2 of ITT.
- J. Tenders shall be valid for a period of 180 days from the latest date of submission of Tenders and shall be accompanied with a Tender Security/EMD of the requisite amount in the form of Demand Draft or Pay Order or Bank Guarantee as per ITT Clause 16.
- K. Late Tenders, received after stipulated time of submission of Tender on the specified date, shall not be accepted under any circumstances. BMRCL takes no responsibility for delay, loss or non-receipt of Tender document sent by post / courier /either way.
- L. BMRCL reserves the right to reject any or all the Tenders without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.
- M. BMRCL requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of Contracts. In pursuance of this policy, the Employer;
- (a) will reject the Tender for the Work or rescind the Contract, if the BMRCL determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

- (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderers or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
- N. A firm after purchase of the Tender documents in their name can submit the Tender in their name only.

**For**  
**Bangalore Metro Rail Corporation Ltd.**  
Sd/-  
**Chief Engineer (Electrical-1)**

## **SECTION II – INSTRUCTIONS TO TENDERERS (ITT)**

### **A. GENERAL**

#### **1. Brief Description of the work**

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as “BMRCL” or “the Company” or “the Employer” or “the Client”), invites Tenders from the registered Electrical Contractors (“Super Grade Electrical License” issued by the Electrical Inspectorate, Govt. of Karnataka) under single stage two packet system for “Modification Of Existing 220/66kv Line Tower with suitable 220kV / 66kV Narrow based / Normal Towers of:

- vii) 66kV Hoody – ITI DC line near B.Narayanapura
- viii) 66kV Hoody – EPIP SC line near Kamat Hotel.
- ix) 66kV Hoody – EPIP SC line near EPIP.
- x) 220kV Hoody – HAL DC line near Hoody.
- xi) 220kV Hoody – Somanahalli DC line near Hoody and near Hotel Kamat.
- xii) 220kV Hoody – Somanahalli DC line near EPIP.

for getting adequate vertical clearance between the Metro railway track & the above 220/66kV Lines in Reach – I Extension, Phase-II” of BMRCL Project as per terms and conditions contained in this Tender document.

Bangalore Metro Rail Corporation Ltd; (BMRCL) is implementing the Phase-I and Phase-II of the Bangalore Metro Rail Project. The Phase-I of the project comprises of two Corridors viz. East-West Corridor (Purple line) and North– South Corridor (Green line) consisting of Elevated, at Grade and Underground sections. East West corridor and few sections of North-South corridor are under operation and other remaining sections are in advanced stage of construction and commissioning.

#### **2. Financial/Technical Eligibility Criteria for Tenderers:**

- 2.1 The Tenderer shall have proven track record and must satisfy the criteria stated below for further evaluation and selection.
- 2.2 The Tenderer should have a valid “Super Grade Electrical License” issued by the Electrical Inspectorate, Government of Karnataka. Attested copy of the License shall be furnished. Original Document of the license will have to be produced for verification by BMRCL after opening of the Qualification cum Technical Package as requested.
- 2.3 The Tenderer should have an experience in construction of 220kV or 66kV overhead transmission lines with narrow based/ regular towers concreting & erection, Stringing & Commissioning and should have completed similar works during the last five years ending 30.09.2016 and fulfill the following to establish the same:
  - i. The Tenderer should have completely executed at least **One similar work** during the last five years ending 31.03.2016 of value not less than **Rs. 2,33,50,000/-** (Indian Rupees Two Crores Thirty Three Lakhs Fifty Thousand only). The Tenderer shall furnish clients’ certificates in support of the same.

Or
  - ii. The Tenderer should have completely executed at least **Two similar works** during the last five years ending 31.03.2016 each of value not less than **Rs. 1,86,80,000/-** (Indian Rupees One Crore Eighty Six Lakhs Eighty Thousand only). The Tenderer shall furnish clients’ certificates in support of the same.

Or
  - iii. The Tenderer should have completely executed at least **Three similar works** during the last five years ending 31.03.2016 each of value not less than **Rs. 1,40,10,000/-** (Indian Rupees One Crore Forty Lakhs and Ten Thousand Only). The Tenderer shall furnish client’s certificates in support of the same.

2.4 The Tenderer should have an average annual turnover during the last three financial years ending 2013-14, 2014-15 and 2015-16, of at least **Rs. 5,83,75,000/-** (Indian Rupees Five Crore Eighty Three Lakhs Seventy Five Thousand only).

2.5 The Tenderer should not have been black listed by any Government department / Public Sector Undertaking (PSU).

The Tenderer should not have history of litigation and should not have been black listed by KPTCL / BESCO or erstwhile KEB or by any department of Government of Karnataka or any other Central Government department including PSUs. An undertaking to that effect shall be furnished as per Annexure F in Section VI Proforma.

2.6 Joint Venture or Consortium is not allowed.

**2.7 (i) For Fresh Tenderers.**

The details of deployment of the following personnel should be furnished in Format I.

**Format I :**

| Sl. | Details of Personnel to be deployed for the tendered works. | Name of the Person | Educational Qualification | Experience | Remarks |
|-----|---|--------------------|---------------------------|------------|---------|
| 1.  | Project Manager   |                    |                           |            |         |
|     | Project Engineer  |                    |                           |            |         |
|     | Site Engineer/s   |                    |                           |            |         |

**ii) For BMRCL Working Contractors (Those who are already working in BMRCL as Contractors):**

Contractors those who are already awarded Work by BMRCL and intend to participate in the Tender, shall possess the following additional requirements for qualifying in the Tender.

a) Annual average Turnover mentioned in clause 2.4 above, should be equivalent to the sum of the Turnover required for the works they are already carrying out in BMRCL and the Turnover required for tendered works.

b) Separate team of personnel is required to be deployed for each works, particularly the Project Engineers and the Site Engineers. The curriculum Vitae of the personnel deployed/to be deployed shall be furnished as detailed in Clause (c) below.

c) The details of deployment of the following personnel should be furnished in Format II.

**Format II:**

| Sl. No. | Details of Personnel to be deployed for the tendered works. | Name of the Person | Educational Qualification | Experience | Remarks |
|---------|---|--------------------|---------------------------|------------|---------|
| 1.      | Personnel for the ongoing work/s:                           |                    |                           |            |         |
|         | Project Manager   |                    |                           |            |         |
|         | Project Engineer  |                    |                           |            |         |
|         | Site Engineer/s   |                    |                           |            |         |
| 2       | Personnel for the new tendered work:                        |                    |                           |            |         |

| Sl. No. | Details of Personnel to be deployed for the tendered works. | Name of the Person | Educational Qualification | Experience | Remarks |
|---------|---|--------------------|---------------------------|------------|---------|
|         | Project Manager   |                    |                           |            |         |
|         | Project Engineer  |                    |                           |            |         |
|         | Site Engineer/s   |                    |                           |            |         |

- 2.8 Notwithstanding anything stated above or elsewhere in the Tender specification, BMRCL reserves the right to relax the qualifying requirements and assess the capability/suitability of the Tenderer to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BMRCL.
- 2.9 Tenderer shall have adequate erection facilities and capacities. The Tenderer shall have quality assurance plan for procuring of materials, erection and commissioning. The Tenderer shall furnish documentary evidence in support of the qualifying requirements stipulated as above.
- 2.10 Tender documents will be issued to Tenderers on the strength of their claim in good faith. However such issue of Tender document will not automatically mean that Tenderers are considered qualified. Such qualification will be reviewed again at the time of the evaluation of the Tenders. Intending parties who fulfill the qualifying requirements are advised to visit the sites to familiarize themselves with the nature and quantum of works & site conditions.
- 2.11 The Tenderer shall furnish copies of audited and certified financial reports in support of the same, for the financial years 2013-14, 2014-15 and 2015-16.
- 2.12 The Tenderer shall furnish documentary evidence in support of the qualifying requirements stipulated above.
- 2.13 Issue of Tender document will not automatically mean that Tenderers are considered qualified and it is subject to evaluation by BMRCL. Intending parties who fulfill the qualifying requirements are advised to visit the site to familiarize themselves with the nature of work & site conditions.
- 2.14 Late Tenders, received after stipulated time of submission of Tender on the specified date shall be summarily rejected
- 2.15 Tenders shall be valid for a period of 180 days from the latest date of submission of Tenders and shall be accompanied with a Earnest Money Deposit (EMD) of the requisite amount in the form of a Demand Draft or Pay Order or Bank Guarantee valid for 210 days from the date of submission of Tender described in Clause 16 of the Instructions to Tenderers (ITT).
- 2.16 A firm after purchase of the Tender documents in their name can submit Tender only in the same name.
- 2.17 BMRCL reserves the right to accept or reject any/all Tenders without assigning any reasons. Tenderer shall not have any cause of action or claim against BMRCL for rejection of his Tender.
- 2.18 Time is the essence of this Contract. Period of completion of work is 270 days from the date of Letter of Award (LOA) for the entire work.
- 2.19 Only those Tenderers are eligible for opening of Financial Package, who fulfills the eligibility criteria and Technical requirements and short listed by BMRCL as per clause 2 above, after opening of the Qualification cum Technical Package.

### **3. Cost of Tendering.**

- 3.1 The Tenderer shall bear all expenses associated with the preparation and submission of his Tender and the cost of Tender documents/drawings. BMRCL shall in no case be responsible or liable for reimbursement of such expenses or other claims regardless of the conduct or outcome of the Tendering process.

### **4. Site Visits**

- 4.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain on his own responsibility all information including constraints that may be necessary for preparing the Tender and entering into Contract and carrying out the work. The costs of any such visits shall be entirely at the Tenderers own expenses.
- 4.2 The Tenderer or any of his authorized personnel will be granted permission by BMRCL to enter their premises for the purpose of such inspection, but only upon the express condition that the Tenderer and/or his authorized agents, will release and indemnify BMRCL, from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses, however, caused which but for the exercise of such permission would not have arisen.
- 4.3 The Tenderer shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence carrying out the work before submitting his Tender.

### **5. Brand Names**

- 5.1 Specific reference in the specification to any material by trade name or catalogue number shall be construed as establishing a standard of quality and performance. However, during construction, Tenderers may offer equivalent brand for approval of Engineer-in-charge. It is assumed that the rates quoted cover the cost of specified brands.

### **6. Stamp Duty and Legal Charges**

- 6.1 Whenever and wherever required, as per the Government regulations, it shall be the responsibility of the successful Tenderer to pay stamp duty as applicable on account of Contract Agreement or any other matter in connection with the Contract.

### **7. Time for Completion of Work**

- 7.1 The scope of Works, terms, conditions and other details are specified in the Tender documents. The Tenderer shall prepare and submit the Tender keeping in view the requirements of Tender documents. Any Tender incomplete or not in compliance with the Tender documents shall be liable for rejection. Time for completion of the work shall be 270 days from the date of Letter of Award (LOA).

### **8. Work Plan**

- 8.1 Tenderers along with his Tender shall submit a detailed work plan for the implementation of work complying with the completion time schedule as stipulated in the Tender, document, tentative PERT chart for supply, erection and Commission.
- 8.2 The Tenderers shall also submit along with his Tender, a list of construction plant, equipments and manpower to be deployed for the work, list of jobs on hand, name of the Engineer who would be in charge of this work to facilitate Tender evaluation.

## **B. TENDER DOCUMENTS**

### **9. Content of Tender Documents**

- 9.1 A set of Tender documents issued for the purpose of tendering consists of the following volumes, together with any addendum there to, if any.

Volume – 1: Qualification cum Technical Package

SECTION – I Notice Inviting Tender.

Part - A

SECTION – II Instructions to Tenderer.

SECTION – III General Conditions of Contract

SECTION – IV Special Conditions of Contract

SECTION – V Form of Tender

SECTION – VI Proformas

Part - B

Technical Specifications

Volume – 2: Financial Package

**10. Interpretation and Clarification of Tender Documents**

- 10.1 Tenderers shall carefully examine the Tender Documents and fully understand the conditions and matters which may affect the work or the cost thereof. Should a Tenderer find discrepancies in or omission from the specification or other documents, or should he be in doubt as to their meaning, he should at once address a query in writing to:-

The Chief Engineer (Electrical-1),  
Bangalore Metro Rail Corporation Limited,  
III<sup>rd</sup> Floor, BMTCL Complex,  
K.H.Road, Shanthinagar,  
Bangalore - 560 027.  
E-mail: [bmrcl@dataone.in](mailto:bmrcl@dataone.in)  
Fax No: 080-2296 9222

BMRCL will entertain and offer clarification to any such queries, only if these are received in writing in the specified format as per Annexure-G up to the date specified in "Tender Notification". Any such clarification, together with all details on which clarification has been sought, will be sent to all the Tenderers without disclosing the identity of the Tenderer seeking clarification. No separate communication in this regard will be further entertained.

**11. Amendment of Tender Documents**

- 11.1 At any time prior to the deadline for the submission of Tenders, BMRCL may, for any reason, whether at their own initiative or in response to clarifications requested by prospective Tenderers, modify the Tendering Document by issuing Addenda / Corrigendum.
- 11.2 Such Addenda / Corrigendum will be sent in writing or by cable or Fax or Telex or Email to all prospective Tenderers who have received the Tendering Documents and shall form a part of the Tender.
- 11.3 In order to afford prospective Tenderers time to take such Addenda / Corrigendum into account in preparing their Tenders, BMRCL may at their discretion extend the deadline, if felt necessary, for the submission of Tenders.
- 11.4 No alteration what so ever may be made in the text of the Tender Form by the Tenderer; any remarks or explanations should be set out in a covering letter.

If a Tenderer desires to clarify his quotations or rates, it shall be done so in a separate letter. No material modifications to the specifications, item description, terms and conditions of Tender, etc., will be entertained. BMRCL reserves the right to consider only such of those clarifications which are deemed necessary.

No request from the Tenderer in respect of any additions, amendments, modifications, alterations, corrections, etc., of whatsoever nature will be considered after opening of the Tenders and such request may lead to rejection of Tender.



## C. PREPARATION OF TENDERS

### 12. Language of Tender

- 12.1 The Tender prepared by the Tenderer along with all correspondence and documents relating to the Tender exchanged by the Tenderer and BMRCL shall be written in English Language.

### 13. Documents Comprising the Tender

- 13.1 The Tender prepared by the Tenderer shall comprise the following components:
1. **Tender Security / EMD (Envelope 1)**
  2. **Qualification cum Technical Package (Envelope 2)**
    - a) Untampered Tender documents issued by BMRCL, including clarification on Pre-Tender Queries and Addendum/Corrigendum if any, duly signed and stamped on each page by the Tenderer.
    - b) A covering letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of the BMRCL.
    - c) Work completion certificate/s to establish for having met the Eligibility Criteria.
    - d) Detailed work plan along with the manpower deployment.
    - e) List of plant and machinery to be deployed.
    - f) List of manpower including the Bio-Data of Engineer-in-charge.
    - g) List of works on hand.
    - h) Notarized Power of Attorney of the person who is signing the Tender submittals.
    - i) Declaration to that effect, that the Tenderer is not having any history of litigation and have not been black listed by any Government department/Public Sector Undertakings (PSU) as per Annexure –F in Section VI Proforma.
    - j) Tender Index indicating all the Tender submittals with page numbers.
  3. **Financial Package (Envelope 3)**
    - a) Priced Bill of Quantities.

### 14. Tender Prices

- 14.1 Unless stated otherwise in the Tendering Documents, the Contract shall be for the whole works as described. The price shall be quoted in the Volume -2 Financial package only.
- 14.2 The Tender is **Percentage Tender**. The cost of all the individual items shall be computed for the entire work and the Tender premium (above or below or at par) on the Total cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per BESCO / KPTCL/ KPWD Schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates, then market rate shall be adopted, but no Tender premium would be applicable.
- 14.3 Contract prices shall be inclusive of all applicable taxes, duties, levies, Cess, royalty etc., including Service Tax on works Contract and Entry Tax. No separate payment towards change in taxes, duties, levies, cess, royalty etc (other than the quoted price for work), shall be payable by BMRCL, including the introduction of Goods and Services (GST) Tax as defined in GCC clause 26. The evaluation and comparison of Tenders by BMRCL shall be made accordingly. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
- 14.4 If the Tender submitted contains any handwriting, it shall be ensured that such hand writing is clear, legible and duly authorized by the person signing the Tender and that no over writing or erasing is adopted, failing which the Tender is liable for rejection.

### 15. Currencies of Tender and Payment

- 15.1 The price shall be quoted in Indian Rupees only. All payments to the Tenderer under the proposed Contract shall be made entirely in Indian Rupees.

## **16. Tender Security / Earnest Money Deposit (EMD)**

- 16.1 The Tenderer shall furnish, as part of its Tender, Tender Security / EMD's. The Tender Security / EMD's shall be in favour of BMRCL and shall not earn any interest.
- 16.2 The Tender Security / EMD is required to protect BMRCL against the risk of Tenderer's conduct which would warrant the security/ EMD's forfeiture.
- 16.3 The Tender Security / EMD shall be submitted in the form of an account Payee Demand Draft or Pay Order payable at Bangalore, India, drawn on a Nationalized / Scheduled Bank (excluding a Co-operative Bank), drawn in favour of Bangalore Metro Rail Corporation Limited; OR in the form of an irrevocable Bank Guarantee, issued by an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable at a designated Branch in Bangalore will be required to be submitted along with the Tender, with a validity period of 30 days beyond the validity date of the Tender and with a provision that, it shall be suitably extended at the request of BMRCL (if required). This "Tender Security / EMD", if submitted in the form of Bank Guarantee shall be in the format included as Annexure-B in Section-VI of the Tender document.
- 16.4 It is to be noted here that the Tender Security/EMD will not be accepted in any form other than those mentioned above and Tender/s not accompanied by an acceptable Tender Security/EMD shall be rejected by the Employer as non-responsive.
- 16.5 The Tender Security/EMD of unsuccessful Tenderers will be released/returned, when the Contract Agreement has been signed with the successful Tenderer. However, the Tender Security / EMD of the successful Tenderer will be released/returned on receipt of the Performance Security / Security Deposit from the successful Tenderer by the Employer and upon signing of the Contract Agreement as per Annexure -A in Section VI Proforma.
- 16.6 The Tender Security/EMD may be forfeited:
- a. If a Tenderer withdraws his Tender during the period of validity specified in the Tender Form
- OR**
- b. If a Tenderer resiles from a Tender
- OR**
- c. In the case of successful Tenderer, if the Tenderer fails within the time limit to:
    - (i) Furnish the required Security Deposit within the stipulated time limit as per ITT clause 34.1 and
    - (ii) Sign the Contract Agreement within the stipulated time limit as per ITT clause 33 and GCC clause 12.0.

## **17. Tender Validity**

- 17.1 Tenders shall remain valid and open for acceptance for a period of 180 days after the last date of Tender opening. Tenders valid for a period shorter than specified period of validity as aforesaid shall be rejected.
- 17.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request the Tenderers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile or E-mail. A Tenderer may refuse the request without forfeiting his Tender Security/EMD. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security/EMD for the period of the extension. Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the Tender at a later date will be entertained.

## 18. Format and signing of Tenders

- 18.1 The Tenderer shall submit the Tender documents in the prescribed proforma only.
- 18.2 All pages of the Tender shall be duly signed, stamped and dated.
- 18.3 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Tenderer to the Contract. Proof of authorization shall accompany the Tender in the form of **notarized 'POWER OF ATTORNEY'**. All pages of the Tender where entries, amendments, corrections, alterations, erasures etc. have been made shall be initialed by the person or persons signing the Tender.
- 18.4 Only one Tender shall be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same Contract in any relation whatsoever.
- 18.5 All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be stated below their signatures.

## 19. Alternative Proposal by Tenderers

- 19.1 Tenderers shall submit offers that comply with the requirements of the Tender documents, including the basic technical design as indicated in the drawing and specifications. **Alternatives will not be considered.**

### D. SUBMISSION OF TENDERS

## 20. Sealing, Marking and Submission of Tenders

- 20.1 The Tenderer shall prepare TWO copies of the Tender clearly marking each "**Original**" and "**Copy**" as appropriate. In the event of any discrepancy between the "**Original**" & "**Copy**" of the Tender, Original shall govern. The "**Original**" & "**Copy**" of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or person/ persons duly authorized to bind the Tenderer to the Contract.

The Tender shall be submitted in three (3) separate sealed envelopes duly marked

- **Envelope 1 (Tender Security / EMD Cover),**
- **Envelope 2 (Qualification cum Technical Package), and**
- **Envelope 3 Financial Package).**

The Envelope 1 will contain Tender Security / EMD only. The Envelope 2 will contain duly signed "**original**" and "**copy**" of the Qualification cum Technical Package with Technical/Financial qualifications and other related documents. Employer's Tender document duly signed and stamped on each page (other than priced BOQ which will be submitted under formal forwarding letter in standard printed form) addressed to the Employer *inter-alia* containing an undertaking that the Tender does not contain any amendment, modification or change of any type whatsoever in the Tender documents, including any amendment issued after clarification/pre-tender meeting (if any) only and no price quotes. The Envelope 3 will contain duly signed "original" and "copy" of the priced BOQ only with grand total at the end and **percentage quote in figures and in words**. Envelope-1, 2 & 3 **shall be sealed individually** and enclosed in an outer envelope and sealed, which shall be delivered as per clause 20.3 below.

**If Tender Security/EMD is not kept in the Envelope-1 as stated above and kept elsewhere in "Qualification cum Technical Package" or "Financial Package" the Tender will be summarily rejected.**

- 20.2 The envelope containing the complete Tender offer shall bear the following identification:
- i) Tender for \_\_\_\_\_(name of work) \_\_\_\_\_
  - ii) Tender reference number \_\_\_\_\_
  - iii) Super scribed as "DO NOT OPEN BEFORE \_\_\_\_\_ (Time and date) \_\_\_\_\_
  - iv) Name and address of Tenderer

- 20.3 The envelope containing the Tender offer shall be addressed to the BMRCL at the following address:

The Chief Engineer (Electrical -I),  
Bangalore Metro Rail Corporation Limited,  
III<sup>rd</sup> Floor, BMTCL Complex,  
K H Road, Shanthinagar,  
Bangalore-560 027.  
Karnataka.

- 20.4 The envelope shall indicate the name and address of the Tenderer clearly to enable the Tender to be returned unopened in case of necessity in accordance with the Tender conditions.
- 20.5 No Tender shall be accepted unless it is properly sealed. Tenderers shall not be allowed to fill in or seal their Tenders at the BMRCL office.
- 20.6 Tenderers are requested to present the Tenders before the stipulated due date so as to avoid rush at the closing hours.
- 20.7 If the envelope is not sealed and marked as instructed above, BMRCL will assume no responsibility for the misplacement or premature opening of the Tender submitted. A Tender opened prematurely due to this cause, will be rejected.
- 20.8 A copy of Power of Attorney from the Tenderer authorizing the person to sign shall accompany the Tender.
- 20.9 All pages of the Tender, except for un-amended printed literature, shall be initialed by the person/ persons signing the Tender.

## **21. Deadline for Submission of Tenders**

- 21.1 Tenders must be received by the BMRCL at the address specified not later than the date and time specified in the Notice Inviting Tender. In the event of the specified date for the submission of Tenders being a declared holiday by the Employer, the Tenders will be received and opened up to the appointed time on the next working day.
- 21.2 BMRCL may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in which case all rights and obligations of BMRCL and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

## **22. Late Tenders**

- 22.1 Any Tender received by BMRCL after the deadline for submission of Tenders prescribed by BMRCL in the invitation for Tender will be rejected and returned unopened to the Tenderer.

## **23. Modification and Withdrawal of Tenders**

- 23.1 The Tenderer may modify or withdraw his Tender after submission, provided that the Modification or Notice of Withdrawal is received in writing by the BMRCL prior to the prescribed deadline for submission of Tenders.
- 23.2 The Tenderer's 'Modification' or 'Notice of Withdrawal' shall be prepared, sealed, marked and delivered prior to the prescribed deadline for submission of Tenders with the envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 23.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.
- 23.4 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer in the Tender Form will result in forfeiture of the Tender Security/ EMD.
- 23.5 Conditional Tenders are not acceptable and will be summarily rejected.

## **24. Tender opening and evaluation**

### **24.1 Qualification cum Technical Package**

- 24.1.1 On the due date and appointed time as specified in Clause -21 and NIT, the Employer shall open the Tenders in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 24.1.2 The Envelopes marked "Withdrawal" shall be opened and readout first. Tenders for which an acceptable Notice of Withdrawal has been submitted pursuant to Clause-23 and such withdrawals were found to be authentic, shall not be opened.
- 24.1.3 Envelope-1 containing the Tender Security/EMD of the Tenderer shall be opened next. At this stage Envelopes-2 including Modifications made pursuant to clause-23 shall not be opened. Once "Tender Security/EMD" is found to be acceptable, the "Qualification cum Technical Package" will be opened. The "Financial Package" of the Tenderers will be placed in a sealed cover (to be opened later) and kept in the safe custody of BMRCL.
- 24.1.4 All Tenderers have to submit unconditional Tenders without any deviations, together with requisite Tender Security / EMD. The Tenders will be examined for the following:
- Presence of valid Tender Security/EMD (Envelope-1)
  - Presence of all enclosures as per ITT clause 13.1
  - Presence of Qualification cum Technical Package in a sealed envelope along with complete Tender document (including pre-Tender clarification and addendum if any) untampered signed and stamped on right hand bottom corner of each page (Envelope-2)
  - Presence of Financial Package in a sealed envelope (Envelope-3)
- 24.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security / EMD in the manner prescribed in the Tender documents, then that Tender will be rejected and the Tenderer informed accordingly. Incomplete Tenders in respect of above would be rejected then and there and informed to the Tenderers accordingly. All other Tenders would be taken for evaluation. All the Tenderers whose, Qualification cum Technical offers are found acceptable after evaluation would be informed of the date and time of opening of Financial Tender to facilitate their participation.

### **24.2 Financial Package**

On the due date and appointed time, the Financial Package (Envelope-3) of the Tenderers, whose Qualification cum Technical package were found acceptable will be opened in the presence of those Tenderers or their representatives, who choose to be present. In the event of the specified date for Financial package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

The Tenderer's name, the Percentage rate (above or below or at par) Tender price, the total amount of each Tender, Tender Modifications and Withdrawals, and such other detail as the Employer may consider appropriate, will be announced by the Employer at the opening.

Conditional Tenders are not acceptable and will be summarily rejected. The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present and the minutes shall form part of the Contract.

## **25. Process to be Confidential**

- 25.1 The Tender Invitation Documents and any addenda thereto, together with any further communications, are issued for the purpose of inviting Tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this Tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded.

- 25.2 After the opening of Tenders, information relating to the examination, clarification, evaluation, Tenders and recommendations concerning the award of Contract shall not be disclosed to the Tenderers or any other persons not officially concerned with such process until the award of the Contract to the successful Tenderer.
- 25.3 Any effort by a Tenderer to influence BMRCL personnel or representatives on matters relating to Tenders under study 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 Tenderer's Tender.
- 25.4 The Tenderer shall undertake that it will treat as confidential all matters arising in connection with the Tender. The documents issued only for the purpose of preparing and submitting the Tender offer in response to the invitation and not for any other purposes.

## **26. Clarification of Tenders**

- 26.1 To assist in examination, evaluation and comparison of Tenders, BMRCL may ask Tenderers individually for clarification of their Tenders including breakdown of unit rates/prices. The request for clarification and the response shall be in writing, but no change in the price or substance shall be permitted except conforming clarifications sought.

## **27. Determination of Responsiveness**

- 27.1 Prior to detailed evaluation of Tenders, the Employer will determine whether each Tender :
- (a) Meets qualifying criteria (if any)
  - (b) Has been properly signed by an Authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Tenderer to settlement of disputes clause;
  - (c) Is accompanied by the required Tender security/EMD and;
  - (d) Is responsive to the requirements of the Tendering documents.
- 27.2 For the purpose of this clause, a substantially responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tendering documents, without material deviation or reservation. The material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way or is, inconsistent with the Tendering documents, BMRCL's rights or the Tenderers obligations under the Contracts and the rectification of which, deviation or reservation would affect unfairly the competitive positions of other Tenderers presenting substantially responsive Tenders. Conditional Tenders will be summarily rejected.
- 27.3 If a Tender is not substantially responsive to the requirements of the Tendering documents, it will be rejected by BMRCL.

## **28. Correction of Errors**

- 28.1 Tenders determined to be substantially responsive will be checked by BMRCL for any arithmetical errors in computation and summation, Errors will be corrected by BMRCL as follows:
- a. Where there is a discrepancy between unit rates / percentage quoted in figures and in words, the unit rates / percentage quoted in words will govern.
  - b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of unit rate and the quantity, the unit rates quoted will govern and the total amount will be corrected.
  - c. The Tenderers are not permitted to quote their rates in units other than the units mentioned in the Tendering documents against the individual items.
- 28.2 The total Tender price quoted will be adjusted by BMRCL in accordance with the above procedure for the correction of errors and the concurrence of the Tenderer shall be deemed and binding upon the Tenderer. If the Tenderer does not accept the corrected price of the Tender, his Tender will be rejected and the EMD will be forfeited.

28.3 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Engineer's estimate or the real cost of work to be performed under the Contract, BMRCL may require that the amount of the Performance Security set forth be increased at the expense of the successful Tenderer to a level sufficient to protect BMRCL against Financial loss in the event of subsequent defaults of the successful Tenderer under the Contract.

**29. NOT USED**

**E. AWARD OF CONTRACT**

**30. Acceptance / Award of Contract:**

30.1 BMRCL shall not be bound to accept the lowest or any Tender or to assign reasons for non-acceptance of any Tender. BMRCL reserves the right to accept a Tender either in whole or part.

30.2 BMRCL reserves the right to award the Tender as single Contract or can split into part Contract as desired by the BMRCL.

**31. Right to Accept or Reject any or all Tenders**

31.1 BMRCL reserves the right to accept or reject any Tender, to annul the Tendering process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the BMRCL action.

**32. Notification of Award**

32.1 Prior to the expiration of the Tender validity, BMRCL will notify the successful Tenderer by cable or Fax or Telex or Email. This letter (hereinafter and in the conditions of Contract called "Letter of Award") shall name the sum which BMRCL will pay to the Contractor in consideration of the execution, completion, operation, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (herein after and in the conditions of Contract called "the Contract price"). No further correspondence will be entertained by BMRCL from the unsuccessful Tenderers.

32.2 Until a formal agreement is prepared and executed, the Tender together with the written acceptance of the LOA shall constitute a binding Contract between both the parties.

**33. Signing of Agreement**

33.1 Within twenty one (21) days of notification of award of work, the successful Tenderer shall sign the Contract Agreement (**Annexure – A of Section - VI**) on a stamp paper of requisite value, purchased by him at his own cost.

33.2 Failure to execute the Contract Agreement within the said period may result in termination of Contract and award of the same to other agency/agencies at the risk and cost of the Contractor.

33.3 The person to sign the Contract Agreement shall be the person duly authorized.

**34. Performance Security / Security Deposit**

34.1 Within Fourteen (14) days of issue of the Letter of Award (LOA) by BMRCL, the successful Tenderer shall furnish Security for an amount of 10% (Ten percent) of the Contract price in any one of the following forms to guarantee the faithful performance of the Contract. The Bank Guarantee shall be valid for **Eighteen months (18 Months)** from the date of commissioning or handing over, whichever is later. No interest shall be paid on Performance Guarantee.

- a) Demand Draft or Pay Order payable at BANGALORE drawn in favour of Bangalore Metro Rail Corporation Limited, on any Indian Nationalized Bank located in India.

OR

- b) Bank Guarantee 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 on and payable at a designated branch in Bangalore** as per the format given in **Annexure-C of Section VI**.

- 34.2 Failure of any successful Tenderer to furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security / EMD, in which event, the BMRCL shall have the right to award the Contract to the next lowest evaluated Tenderer.
- 34.3 After the submission of the Performance Security and after execution of Contract Agreement, the Tender Security / EMD submitted by the Tenderer will be refunded. Alternatively, the EMD already paid may be converted into a Performance Security Deposit by paying the balance amount either by way of Demand Draft (DD) / Bank Guarantee.
- 34.4 The Performance Security shall be released one year after the date of commissioning or handing over and completion of all Contractual obligations, whichever is later.

### **35. Information Regarding any Relative of Contractor Employed in BMRCL**

- 35.1 Should a Tenderer or Contractor have a relative employed in Managerial capacity in BMRCL or in case of partnership firm or Company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible position in BMRCL, the authority inviting Tender shall be informed of the fact at the time of submission of Tender. If such fact is suppressed at the time of Tendering and comes to light at any time after the acceptance of Tender, the Contract may be rescinded.

### **35.2 Corrupt or Fraudulent Practices:**

- 35.2.1 The Employer requires that the Tenderers / suppliers / Contractors under this Contract, observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy the Employer:
- a. Defines, for the purpose of these provisions, the items set forth below as follows:
    - i. "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution ; and
    - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - b. Will reject a proposal for award of work if he determines that the Tenderer Recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
  - c. Will declare a Tenderer ineligible, either indefinitely or for a stated period of time to be awarded a Contract/ Contracts if he at any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.
- 35.2.2 The BMRCL and each Tenderer submitting the Proposal shall comply with these conditions of Tender and in their dealings with each other, discharge their duties and obligations on time and with integrity and behave equitably, honestly and transparently.
- 35.2.3 Any effort by a Tenderer to influence the BMRCL 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 Tenderer's Tender.



## **36. NOT USED**

### **37. Miscellaneous**

- 37.1 BMRCL reserves the right to go for divisible/split Contract to speed up the process.
- 37.2 BMRCL may accept or reject any variation or deviation in Tender offer or alternative Tender offer and may cancel the Tender process and reject all Tender offers, any time prior to formation of a Contract. The BMRCL will not accept or incur any liability to a Tenderer for such cancellation or rejection, but will give reasons for such actions.
- 37.3 After the cancellation of a Tender process or the rejection of all Tender offers the BMRCL may abandon the proposed procurement or services and have it performed in another manner or re-issue a similar Notice of Invitation to Tender at any time.
- 37.4 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.
- 37.5 The Contractor shall undertake not to enter into Sub-contract with any other person or to transfer the Contract or any benefit there under to any person or firm without the prior written approval of BMRCL.
- 37.6 It is the responsibility of the Tenderer to check the documents on receipt for completeness and notify the BMRCL of any discrepancy or omission.
- 37.7 The Tenderer represents, warrants, and covenants that it will, throughout the term of performance of the Work under this Contract, maintain all required license status, professional ability, skills, and capacity to perform its obligations hereunder and will perform them in accordance with the requirements of the Contract Documents. The Contractor further represents and warrants that it can successfully perform the Work in conformity with Contract Documents and comply with all laws, rules and regulations.
- 37.8 The Tenderers are advised to send the Tender either by courier or by registered post addressed to the above mentioned Officer. It may please be noted that Tender which is received after the time and date specified above will not be considered for opening and will be liable for rejection. Any Tender delivered or sent otherwise will be at the risk of the Tenderers and the Employer will not be responsible for any delay on the part of postal or courier authorities in submission of Tenders.
- 37.9 The Employer reserves the right to request the Tenderers to make a presentation of their module or mode of carrying out the work and any such presentation shall be made at their own cost, risk and liability.
- 37.10 Tenderers should quote the Percentage quote / rates in figures as well as in words and total amounts.
- 37.11 Quoting rates on units different from those stipulated in the Tender document will be liable for rejection.
- 37.12 It is the responsibility of the successful Tenderer to make his own arrangements for execution of work and obtaining necessary licenses, permits, clearance, from KPTCL, BESCO, BBMP, BWSSB, Traffic police, Bharath Sanchar Nigam Ltd etc., except as specified in the Contract.
- 37.13 Tenderers are required to fill in all the blank spaces in the Form of Tender as per Section V. No requests for filling up/additions will be permitted after the opening of Tender and such requests will lead to rejection of Tender.
- 37.14 The Tenderer / Tenderers will have to meet the qualification and eligibility criteria.
- 37.15 The Authority competent to accept the Tender reserves the right to reject any or all Tenders or award Contract only in part, without assigning any reasons whatsoever. No Tenderer shall have any cause of action or claim against the BMRCL for rejection of his proposal

- 37.16 The Tenderers shall be presumed to have carefully examined the drawings if any, conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc; pertaining to the work.
- 37.17 The Tenderers shall abide by the all rules / acts in force with regard to safety, environment, worker's, transportation, etc., for carrying out the work in safe and efficient manner.
- 37.18 BMRCL reserves right to levy liquidated damages for delayed commissioning of the work in accordance to General Conditions of Contract.
- 37.19 Tenders not complying with any of the above requirements are liable for rejection at the discretion of BMRCL.