

**BANGALORE METRO RAIL CORPORATION LTD.**

(A Joint Venture of GOK & GOI)  
 3<sup>rd</sup> Floor, BMTC Complex, K.H.Road  
 Shantinagar, Bangalore-560 027 (India)  
 Telephone No. 080-22969300/301 Fax: 080-22969222  
 Email: contracts@bmrcl.co.in Web site: [www.bmrcl.co.in](http://www.bmrcl.co.in)

Tender No: BMRCL/Tenders/S&amp;G/10

Dated: 14.10.2015

**BANGALORE METRO RAIL PROJECT, Phase-1****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, relating to “Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 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	<b>BMRCL/Tenders/S&amp;G/10</b>	Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project	4.63 Crores	10,000/- (Rupees Ten Thousand only)	6.95 Lakhs only	14.10.2015 to 16.11.2015.	21.11.2015 (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 for values indicated in qualification criteria.
- 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: <http://www.bmrcl.co.in/tenders.htm> from 14.10.2015

**General Manager (Contracts)**  
**Bangalore Metro Rail Corporation Ltd.**

## **Bangalore Metro Rail Corporation Limited**

**Tender Notification No: BMRCL/Tenders/S & G/10**

**Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project**

### **SECTION - 1**

#### **Notice Inviting Tender**

## BANGALORE METRO RAIL CORPORATION LIMITED

Ref: BMRCL/Tenders/S &amp; G/10

Date:14/10/2015

**TO**

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**FROM**

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

**Sub: “Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project”**

Ref: Tender Notification No: BMRCL/Tenders/S &amp; G/10

### NOTICE INVITING TENDER- SECTION - 1

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, relating to “Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project”.

**Key Details:**

1	Cost of tender document	INR 10,000/- (Rupees Ten Thousand only)
2	Estimated Cost of work	INR 4.63 Crores (Rupees Four Crores Sixty three lakhs only)
3	Tender Security Amount	INR 6.95 Lakhs (Rupees Six Lakhs and Ninety five Thousand only)
4	Sale of Tender documents	14.10.2015 to 16.11.2015 on all working days between 11.00 hrs to 17.00 hrs IST
5	Last date of Seeking Clarification	07.11.2015
6	Pre-bid meeting	06.11.2015 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	21.11.2015 from 11.00 hrs to 15.00 hrs
9	Date & Time of opening of tender	21.11.2015 at 15.30 hrs (IST)
10	Period of Completion of Work	9 Months

- 1. Joint Venture (JV) is not permitted.**
- Tenders shall be valid for a period of **180 days** from the date of submission of Tender.

3. The tender documents are sold to those tenderers who submit 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** 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.
  - (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 certificate of the documents submitted by the tenderer on the date of submission of tender.**
4. The Tenderer shall furnish with his tender, **Tender Security Amount Rs 6.95 lakhs (Rupees Six Lakhs and Ninety five 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.
5. The tender documents are to be submitted by the Tenderer un-tampered, duly signed and stamped on each page.
6. Please note carefully the requirements, date and time for submitting tenders. Late tenders will be rejected.
7. 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**

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**SECTION - 2**  
**INSTRUCTION TO TENDERERS**

<b>Contents</b>	
<b>Clause Nos.</b>	<b>Page Nos.</b>
A. GENERAL	
B. TENDER DOCUMENTS	3-4
C. PREPARATION OF TENDERS	4-5
D. SEALING AND SUBMISSION OF TENDERS	6
E. TENDER OPENING AND EVALUATION	6-7
F. AWARD OF CONTRACT	8-9

## INSTRUCTIONS TO TENDERERS (ITT)

### A. GENERAL

#### 1.0 INTRODUCTION:

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

1.2 **Name of the Work:** “Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project.”

1.3 Interested Tenderers may apply as a sole contractor or as an Individual Firm, or as a Limited Company.

1.4 **Scope of Work:** General Scope of the proposed Supply and Installation (including fabrication) works of Signage and Graphics including all transportation, loading and unloading, etc. is as below; The contractor will procure materials, fabricate, finish, print, assemble, execute illumination, install and erect the signages at the designated locations within the specified time(s) based on designs, specifications and drawings provided by the DDC for Signage and Graphic Design for Bangalore Metro Rail Corporation Ltd.

(i) **Material procurement:** Procurement of all materials shall be as specified in performance specifications for each sign including special colour vinyl films, extrusions, electrical, luminaries, finishing and assembly accessories, structural steel, etc.

(ii) **Fabrication:** Fabrication should be based on the drawings and specifications of various sign schedules. Fabrication to include all the supporting elements like brackets, suspenders, frameworks, covers, inside structural details, etc.

(iii) **Finishing:** Finishing of all signages including their internal structures and panelling as per specifications for colours, etc. Protection against damage is required during handling, transportation and installation.

(iv) **Graphic sign faces:** Making signs faces from the original master artworks provided by DDC for the text, graphics, symbols using colours matching the specifications, and exact sizes as designated for each station and detailed in the sign schedule.

(v) **Illumination:** Internal illumination of signs to the specified light and specifications including all electrical accessories, connections, and installation inside the casings. Signage contractor shall provide all the cabling and ducting connecting to the nearest designated point provided by the station contractors. Illumination work also includes the integration of dynamic signs within some illuminated signs and integration of input devices and data cabling.

(vi) **Structural and civil work:** Detailing and designing for fabrication of structural steel work in signages requiring structural support and providing foundations of external street and totem signs including HD bolts and other necessary fixings.

(vii) **Installation of signs:** Finishing and final assembly of all signs at identified locations using the specified fixings.

(viii) **Coordination:** Signage contractor to coordinate with DDC for Signage and Graphic Design and other designated contractors for the interface for civil works, electrical, system wide contractors and other requirements during installation at sites.

(ix) **Shop drawings:** Contractors to produce one prototype of each sign type to demonstrate an understanding and appreciation of the design details. Contractors will also prepare the shop drawings for fabrication and installation of all signs at all locations in all stations.

(x) **Testing and commissioning:** Contractors will be required to produce test results of manufactured signs to demonstrate the quality and correctness of materials used for fabrication, finishing and assembly. Contractor will apply for a taking over certificate for each station after commissioning of all the signs as per the Contract.

(xi) **After installation service:** The signage contractor shall provide guarantees against material defects, bad workmanship and incorrect installation and shall also be liable for replacement of complete signs or any part of the signs installed in the stations, for a period of one year from the date of completion.

- 1.5 It may be noted that the Civil, Architectural, Electrical and Signal works are in progress in the stations. The successful S&G Tenderer will have to liaise with BMRCL and all other designated contractors while executing.
- 2.0 **ELIGIBILITY REQUIREMENTS:**  
This Invitation to Tenderer is open to only those agencies specified in Clause 1.3 above, who fulfil the minimum Qualification Requirement as prescribed in Qualification Criteria (Section – 3) and submit filled up Forms of tender as in Section - 4. Each Tenderer shall submit only **one tender**.
- 2.1 Conflict of Interest:  
The applicant shall not be one of the following:
- 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 signage works.
  - Any association/affiliates (inclusive of parent firms) of a firm or an organisation mentioned in paragraph (a) above.
  - 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 signage works, if the personnel would be involved in any capacity on the same project.
- 2.2 All tenders are to note the following:
- In the case of a successful tender, the Form of Contract Agreement shall be signed so as to be bound legally.
  - The successful Tenderer is responsible for the execution of the Contract till the completion of work.
  - In the event of default by the tenderer in the execution of the contract, Employer reserves the right to terminate the contract.
  - 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.
  - Each page of tender document including Addendum, Corrigendum, etc., if any, shall be signed by the authorized signatory.
  - 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.
  - 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.
- 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 carried out 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 **“Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project”** of the Bangalore Metro Rail Project and as more particularly described in those documents.

		<b>Technical Proposal</b>
1		Tender Notification
2	Section 1	Notice Inviting Tender (NIT)
3	Section 2	Instructions To Tender (ITT)
4	Section 3	Qualification Criteria (QC)
5	Section 4	Form Of Tender (FOT)
6	Section 5	Contract Data
	Section 6	Conditions of Contract
7		Part 1: General Conditions of Contract
8		Part 2: Special Conditions of Contract
9		Part 3: Schedules to Conditions of Contract
10	Section 7	Technical Specifications
	Section 8	Tender Drawings
11		a. Sign Location Drawings
12		b. Sign Schedules
13		c. Fabrication Drawings
14	Section 9	Reference Document (SHE Manual)
		<b>Financial Proposal</b>
	Section 10	Pricing Document
15		a. Preamble to Pricing Document
16		b. Annexure
17		c. Bill of Quantities

- 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. Only written communications/clarification will be considered.

#### 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. The addendum will be sent in writing to all Tenderers, who have purchased the tender document.

Without prejudice to the order of preference 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 of Instructions to Tenderers.

#### C. PREPARATION OF TENDERS



- 8.0 LANGUAGE OF TENDER:** All documents shall be in **English Language**. In case any accompanying printed literature is in other language, it shall be accompanied by English translation. The English version shall prevail in matters of interpretation.
- 9.0 DOCUMENTS COMPRISING THE TENDER:** The tenders (all documents as described in ITT Clause 5.1) are to be submitted on the date in accordance with Clause 17.1 of Instruction to Tenderers.
- 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/prices for all Items/Sections 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) for all the sections as per Tender Document.
- 10.2 The percentage rate quoted shall be reasonable and not unbalanced. Should the Employer come across any unbalanced rates, he may require the Tenderer to furnish detailed analysis to justify the same. If after its examination, the 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 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 percentage rates quoted by him confidential.
- 10.4 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.
- 11.0 CURRENCIES OF THE TENDER:** Tender prices shall be quoted in **Indian National Rupees** only.
- 12.0 TENDER VALIDITY**
- 12.1 The tender shall remain valid and open for acceptance for a period of **180 days** from the date of submission of tender as indicated in NIT.
- 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 Rs.6.95 Lakhs (Rupees Six lakhs and Ninety five 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 2 9e) 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 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.
- 13.4 The tender security shall be forfeited:
- if a Tenderer withdraws his tender during the period of tender validity.
  - if the tenderer does not accept the correction of his tendered price in terms of Clause 26.0.
  - in the case of a successful tenderer, if he fails to:
    - 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 06.11.2015 at 11:00 Hrs. in the Office of the BMRCL at Bangalore.

**16.0 FORMAT AND SIGNING OF TENDERS**

16.1 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.

16.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.

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

16.4 All amendments/corrections/overwriting shall be initialed by the person or persons signing the tender.

16.5 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 stipulated date in a sealed Single Tender envelope (ALL IN ORIGINAL) containing Tender Security, Technical and Financial Package clearly marked with the name of Tenderer, time and date for submission and opening super scribed as: "Tender Notification No: BMRCL/Tenders/S & G/10"

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

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

**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,  
Karnataka, India,

The Employer may, at his discretion, extend this date for the submission of tender 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:** Any tender received by BMRCL after the deadline prescribed for submission of tenders will be returned unopened to the Tenderer.

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 tenders 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 tender 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 during the technical evaluation.
- 23.2 To assist in the examination, evaluation and comparison of Financial Package, the Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing 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 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 Clause 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 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.
- 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 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**

- 27.1 Subject to Clause 25.0, the Employer will award, the Contract to the Tenderer, who meet Qualification criteria and whose tender is responsive, complete and in accordance with the tender documents, after evaluating Technical and Financial documents.
- 27.2 The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in the tender document are still being met by the tenderer whose offer has been determined to be the lowest evaluated tender. A tender shall be rejected, if the qualification criteria as specified in the tender document are no longer met by the tenderer whose offer has been determined to be the lowest evaluated tender. In this event the Employer shall proceed to the next lowest evaluated tender to make a similar reassessment of that tenderer's capabilities to perform satisfactorily.

**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 any obligations to inform the affected Tenderer 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.
- 29.2 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**

- 30.1 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 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 30 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.

- 30.3 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 for an amount equivalent to **10% (Ten percent)** of the Contract Price, plus additional security for unbalanced tenders in accordance with Clause 10.2 of ITT and Clause 4.2.1 of General Conditions of the Contract, if any as per 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, it shall be issued either by a Nationalized or Scheduled Bank included in second schedule to RBI Act, 1934 but excluding co-operative Bank payable at designated branch of Bangalore only.
- 31.3 The Performance Security shall be valid up to final completion of Defect Liability Period.
- 31.4 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 the Tender Security amount.

### **32.0 CONTACT PERSON IN BMRCL OFFICE**

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

**SECTION - 3**  
**QUALIFICATION CRITERIA**

<b>QUALIFICATION CRITERIA</b>		
<b>Sl. No</b>	<b>CONTENT</b>	<b>Page No.</b>
<b>1</b>	<b>GENERAL INFORMATION AND ELIGIBILITY</b>	<b>2</b>
<b>2</b>	<b>WORKS CRITERIA</b>	<b>2</b>
<b>3</b>	<b>FINANCIAL CRITERIA</b>	<b>3</b>

**1. GENERAL INFORMATION AND ELIGIBILITY:**

- 1.1 **Proposed Supply and Installation Works (Including Fabrication) of Signage and Graphics including all transportation, loading and unloading, etc. for Eight Elevated Metro Stations viz. National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar and Puttenahalli in Reach-4 of Bangalore Metro Rail Project**
- 1.2 **JV is not permitted.**
- 1.3 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.
- 1.4 To qualify the applicants should demonstrate their capabilities, by providing data based on their experience, past performance, their personnel, equipment and financial resources as per Qualification Requirement.
- 1.5 Applicants for qualifying are required to submit the duly filled in details and associated information as requested in Qualification Requirement document.

**2. WORKS CRITERIA:**

The tenderer in his/its name should have relevant and proven experience of having successfully completed similar work relating to Fabrication, Supply and Installation Works of Signage and Graphics including all transportation, loading and unloading etc for Metro Rail Systems / Airport terminals / Retail Outlets for Oil Industries or Consumer Services / Multi Speciality Hospitals/Highways, etc. during the last 5 years ending 31.03.2015.as under:

- (i) At least **ONE WORK** of similar nature of value of INR **3.70** crores or more.  
**OR**
- (ii) **TWO WORKS** of similar nature each of value of INR **2.32** crores or more.  
**OR**
- (iii) **THREE WORKS** of similar nature i.e.each of value of INR **1.85** crores or more.

**Note:** In support of works performed, tenderer shall submit duly notarized certificates issued by the Client/Employers as documentary evidence.

**AND**

**3. FINANCIAL CRITERIA:**

Tenderer in order to qualify must satisfy the following minimum criteria:

- (a) **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 annual financial turnover of INR **9.26** Crores, duly certified by Chartered Accountant.

- (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 amount that the bank will be in a position to lend amount of INR 92.6 Lakhs for this work to the applicant.
- (c) Minimum average Net-Worth (Total Assets – Total Liabilities) should not be less than INR 1.23 Crores during the last five financial years viz. 2010-11, 2011-12 2012-13, 2013-14 and 2014-15.
- (d) The Tenderer should demonstrate the current soundness of his financial position and its prospective long term profitability. Profitability Before Tax should be positive at least in any two financial years out of the last five financial years viz. 2010-11, 2011-12 2012-13, 2013-14 and 2014-15.