



BANGALORE METRO RAIL CORPORATION LTD.
 (A Joint Venture of GOK & GOI)
 3rd Floor, BMTC Complex, K.H.Road
 Shantinagar, Bangalore-560 027 (India)
 Telephone No. 080-22969300/301 Fax: 080-22969222
 Email: contracts@bmrc.co.in Web site: www.bmrc.co.in

Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1

Dated: 18.01.2016

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

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites Tenders from reputed and experienced Contractors (**JV/Consortium not permitted**) having previous experience in the works of similar nature, volume and complexity completed during the last seven years ending **31.03 2015** relating to **“Road widening work and allied works from Baiyyappanhalli to Whitefield Station (Ch: 18.588 to 33.839 Km) of Phase-2 of Bangalore Metro Rail Project.”**

Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Sl. No	Tender Notification No:	Name of the work	Estimated cost	Cost of Tender Document	Tender Security Amount	Sale of Tender Documents	Last Date & time for submission of Tenders
			(Amount in INR)				
1	BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1	“Road widening work and allied works from Baiyyappanhalli to Whitefield Station (Ch: 18.588 to 33.839 Km) of Phase-2 of Bangalore Metro Rail Project.”	73.56 Crores	50,000/- (Rupees Fifty Thousand only)	73.56 Lakhs	18.01.2016 to 02.03.2016	07.03.2016 (from 11.00 hrs. to 15.00 hrs (IST)

- Note:**
- The Tender document will be available for sale from 11.00 to 17.00 hours on all working days
 - The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on submission of a requisition letter and a **Crossed Demand Draft** for Rs.50,000/- (Rupees fifty thousand only) 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.**
 - The intending Tenderers are required to submit all the credentials and information as required in the Tender documents with the requisite Tender Security Amount as mentioned above at the time of submission of the Tender.
- Further details will be available on web site: www.bmrc.co.in from 15.01.2016

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd.

Bangalore Metro Rail Corporation Limited

Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1

**“Road widening work and allied works from Baiyyappanhalli to Whitefield Station
(Ch: 18.588 to 33.839 Km) of Phase-2 of Bangalore Metro Rail Project.”**

SECTION - 1

Notice Inviting Tender

BANGALORE METRO RAIL CORPORATION LIMITED

Ref: BMRCL/Phase-2/Reach-1Extn/RoadWidening/2016/1

Date: 18/01/2016

TO

FROM

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

Sub: “Road widening work and allied works from Baiyyappanhalli to Whitefield Station (Ch: 18.588 to 33.839 Km) of Phase-2 of Bangalore Metro Rail Project.”

Ref: Tender Notification No: BMRCL/Phase-2/Reach-1Extn/Road Widening/2016/1

dated 18/01/2016

NOTICE INVITING TENDER- SECTION – 1

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders from reputed and experienced contractors for “**Road widening work and allied works from Baiyyappanhalli to Whitefield Station (Ch: 18.588 to 33.839 Km) of Phase-2 of Bangalore Metro Rail Project.**” vide **Tender Notification No: BMRCL/Phase-2/Reach-1Extn/Road Widening/2016/1 dated 18/01/2016**

Key Details:

1	Cost of tender document	INR 50,000/- (Rupees FiftyThousand only)
2	Estimated Cost of work	INR 73.56 Crores (Rupees Seventy three crores and fifty six lakhs only)
3	Tender Security Amount	INR 73.56 Lakhs (Rupees Seventy three lakhs and fifty six thousand only)
4	Sale of Tender documents	From 18/01/2016 to 02/03/2016 on all woking days between 11.00 hrs to 17.00 hrs IST
5	Last date of Seeking Clarification	01/02/2016
6	Pre-bid meeting	30/01/2016 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	07/03/2016 from 11.00 hrs to 15.00 hrs
9	Date & Time of opening of tender	07/03/2016 at 15.30 hrs (IST)
10	Period of Completion of Work	12 months

- Joint Venture (JV)** is not permitted to participate.
- Tenders shall be valid for a period of **180 days** from the date of submission of Tender.
- The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on submission of a requisition letter and a **Crossed Demand Draft** for Rs.50,000/- (Rupees fifty

thousand only) issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of 'Bangalore Metro Rail Corporation Limited', **payable at Bangalore.**

4. The Tenderer shall furnish with his tender, **Tender Security Amount** in the form of a **Bank Guarantee for Rs 73.56 Lakhs (Rupees seventy three lakhs and fifty six 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. The **Tender Guarantee shall remain valid for 60 days beyond the validity period of the tender.** The Bank Guarantees submitted towards Tender Security can be in multiple BGs also. The pay orders/Bankers cheque and demand drafts payable at Bangalore are also acceptable. **All Bank Guarantees should be payable in Bangalore at the designated branch failing which, the tender will be rejected.** The Tender Security shall be submitted in a separate envelope. Any tender not accompanied by an acceptable tender security will be summarily rejected.
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**

TECHNICAL PACKAGE-Volume-1

INSTRUCTION TO TENDERERS- SECTION – 2

SINo	CONTENT	Page Nos.
1	A. GENERAL	2
2	B. TENDER DOCUMENTS	4
3	C. PREPARATION OF TENDERS	6
4	D. SEALING AND SUBMISSION OF TENDERS	8
5	E. TENDER OPENING AND EVALUATION	10
6	F. AWARD OF CONTRACT	12

INSTRUCTIONS TO TENDERERS (ITT)**A. GENERAL****1.0 INTRODUCTION:**

- 1.1 Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders from eligible tenderers for the work mentioned below vide **Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1**

Name of the Work: “Road widening work and allied works from Baiyyappanhalli to Whitefield Station (Ch: 18.588 to 33.839 Km) of Phase-2 of Bangalore Metro Rail Project.”

- 1.2 Interested Tenderers may apply as a sole contractor or as an Individual Firm, or as a Limited Company.
- 1.3 **Source of Funds:** The Employer has approached several financial institutions for the funding of Phase II Project like Kreditanstalt für Wiederaufbau, a German Government owned development bank and Agence Française de Développement (French Development Agency) a public institution providing development financing. The project is likely to be funded by KFW, AFD and other agencies. Also, negotiations are under process with JICA/WB/ADB for funding.

2.0 ELIGIBILITY REQUIREMENTS:**2.1 Joint Venture (JV) are not permitted to participate.**

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

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

2.4 Each Tenderer shall submit **only one tender**.

2.5 Conflict of Interest:

The applicant shall not be one of the following:

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

2.6 The Tenderer shall be disqualified and rejected if:

- a. the tenders contains any deviation from contractual terms and conditions, specifications and other requirements, same as provided for in the ITT.
- b. the tenderer has been blacklisted or deregistered by a Government agencies or Public Sector Undertaking during last 5 years.
- c. the tenderer has been resiled after the award of contract;
- d. delay/refusal to the request for clarification as referred in “Clarification of Tenders” of this Section – Clause 21.

- e. Any effort by the Tenderer to influence the Employer in the process of Examination, Clarification, evaluation and comparison of tenders and in decision concerning award of contract.
- f. if a tenderer does not accept the correction of errors as outlined in "Correction of Errors" of this Section – Clause 24 of this section.
- g. the tender is valid for a less number of days than as required in the tender document.
- h. any tender not accompanied by an acceptable tender security.
- i. if the tender envelopes are not packed separately/sealed properly.
- j. failure to furnish all information or documentation correctly as required by the Tender document.

2.7 Grounds for exclusion

Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded this contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:

(1) are bankrupt, being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from any similar procedure;

(2) have been convicted within the past five years by a court decision, which has the force of res judicata in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity which shows that this conviction is not relevant in the context of this project;

(3) are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight against terrorist financing or threat to international peace and security;

4) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Beneficiary;

(5) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Beneficiary's country;

(6) have been convicted within the past five years by court decision, which has the force of res judicata, of fraud or corruption or any other offence committed in the context of a contract procurement or performance;

(7) are subject to an exclusion decision of the World Bank, since 30 May 2012, and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity which shows that the exclusion is not relevant in the context of this project;

(8) have committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.

The notices published and other bidding documents issued by the Beneficiary shall stipulate the above exclusion criteria at the earliest possible stage.

2.8 All tenderers are to note the following:

- a. To qualify for award of Contract, the Tenderers shall submit a written power of attorney authorizing the signatory (ies) of the tenderer to commit the Tender.
- b. 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.
- c. In the case of a successful tender, the Form of Contract Agreement shall be signed so as to be bound legally.
- d. The successful Tenderer is responsible for the execution of the Contract till the completion of work.
- e. In the event of default by the tenderer in the execution of the contract, Employer reserves the right to terminate the contract.

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

4.0 SITE VISIT:

- 4.1 Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine 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 on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- 4.2 The agency shall be deemed to have inspected the Site and its surroundings including sources of various construction materials, alternative sources etc. beforehand on his own responsibility and taken it into account including all other relevant factors pertaining to the Site with respect to approach roads, time restrictions for carrying out heavy construction activities and movement of construction vehicles, material trucks, one-way movement of traffic, stacking grounds, availability of land for temporary works and labour camps, etc. in the preparation and submission of the Tender and entering into a contract. No claim will be entertained in respect of any of these matters nor will the lack of knowledge or ignorance of conditions be accepted as substantiating a claim.
- 4.3 The advance underground utilities identification has not been done. Necessary permanent diversion of utility services shall be undertaken by Employer through separate contractor/contract. All charted underground (including those revealed after trial trenching by the Contractor) and overhead utilities will be arranged to be shifted by BMRCL, within a reasonable time after completing trial trenching works by the contractor. No claim/damages will be accepted due to delay in shifting by BMRCL, but suitable EOT without penalty will be considered depending on merits of the case. However, during execution, if any, uncharted or left out utilities are met, the contractor shall temporarily support /divert or permanently divert. The temporary support work will not be paid and the permanent diversion work only will be paid under NHSR 2014-15/ BWSSB/BESCOMSR 2015-16. The Contractor will liaise with the utility diversion contractor for carrying out the work expeditiously wherever required so that works at particular locations are not delayed. The traffic diversions if required will be planned by the contractor in consultation with traffic police.

B. TENDER DOCUMENTS**5.0 CONTENTS OF TENDER DOCUMENTS:**

- 5.1 The Tender Documents as listed below have been prepared for the purpose of inviting tenders for **Road widening and Allied works** in connection with **Tender No:BMRCL/Phase-2/Reach-1 Extn/Road Widening/2016/1** of the Bangalore Metro Rail Project and as more particularly described in those documents.

Technical Package – Volume -1		
1		Tender Notification
2	Section : 1	Notice Inviting Tender (NIT)
3	Section : 2	Instruction to Tenderers (ITT)
4	Section : 3	Qualification Criteria (QC)
5	Section : 4	Form of Tender
6	Section : 5	General Conditions of Contract (GCC)
7	Section : 6	Special Conditions of Contract (SCC) Part-I
8	Section : 7	Special Conditions of Contract (SCC) Part-II
9	Section : 8	Special Conditions of Contract -Schedules
Technical Package – Volume -2		
10	Section : 9	Employer's requirement – Scope of work
11	Section :10	General Requirements - Construction
12	Section :11	Technical Specifications for Road widening works
13	Section :12	Safety Health & Environment (SHE) Manual
Technical Package – Volume -3		
14	Section : 13	Tender Drawings
Financial Package		
Section-1	Pricing Document for Road widening works: Preamble	
Section-2	Form of Price Bid	
Section-3	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 by due date fixed for seeking clarifications from tenderers prior to dead line. **Written copies of the response of the BMRCL will be sent to all prospective Tenderers who have purchased the tender documents.**

7.0 AMENDMENT TO TENDER DOCUMENTS

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

- 7.2 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and list them in the tender submittal.
- 7.3 In order to afford 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 17of Instructions to Tenderers.

C. PREPARATION OF TENDERS

- 8.0 LANGUAGE OF TENDER:** All documents shall be in **English Language**. In case any accompanying printed literature is in other language, it shall be accompanied by English translation. The English version shall prevail in matters of interpretation.
- 9.0 DOCUMENTS COMPRISING THE TENDER:** The tenders (all documents as described in ITT Clause 5.1)are to be submitted by the due date in accordance with Clause 16.1 of Instruction to Tenderers.
- 9.1 TECHNICAL PROPOSAL (To be submitted by the successful bidder)**
The proposal should cover in detail the following:
- i. Understanding and comprehension of the work involved.
 - ii. The general approach and methodology proposed for carrying out the Work.
 - iii. Work Schedule with a detailed Work Programme from Commencement Date of Works and a bar chart indicating the duration and timing of all major activities shall be prepared and submitted along with the tender. The Works Programme given in the tender shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the Employer's requirements.
- 9.2 QUALITY ASSURANCE PLAN (To be submitted by the successful bidder)**
- i. The Tenderers shall submit their Corporate Quality Policy document duly signed by the corporate head or authorized person.
 - ii. The Tenderers shall submit an OUTLINE Quality Plan, illustrating the intended means of compliance to quality control requirements.
 - iii. Details of the quality assurance system and organization to enforce the same (Tenderer may furnish the details in a narrative form).
 - iv The tenderer shall also associate for the checks conducted by BMRCL/nominated representative for the QA and take necessary steps for improvement/ confirmation.
- 9.3 SAFETY, HEALTH AND ENVIRONMENTAL PLAN (To be submitted by the successful bidder)**
- i. The tender shall submit as part of his tender on Outline Safety, Health and Environmental Plan. The Outline Safety, Health and Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's Safety, Health and environmental objectives with regard to the requirement of the contract.
 - ii. The Outline Safety, Health and Environmental Plan shall be headed with a formal statement of policy in relation to Safety, Health and Environmental Management separately and signed by their corporate head or authorized representative. The Outline Safety, Health and Environmental Plan shall include the methods and procedures for ensuring Safety, Health and Environment Impact monitoring of works under the contract.

- iii The contractor should associate themselves with any Safety checks undertaken by the Employer or Authorized Representative nominated by it for Safety and take necessary steps for improvement/confirmation.

10.0 BID PRICE

The tenderer shall be responsible for the whole works as described in scope of work, Tender Drawings, Specifications and Bill of Quantities. The Tenderer shall fill in rates/prices for all items of Works/Section described in the Pricing Document. Corrections if any shall be made by crossing out, initialing, dating and rewriting.

- 10.1 The Tenderer is to quote percentage i.e. (above or below or Par Value) as per Tender Document.
- 10.2 If the Bid of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract i.e. (-)15% of the estimated value, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 29 be increased and an additional performance security may be obtained at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer. The amount of the additional increased performance security shall be 10% of the difference in amount of estimated cost and quoted price. If the tenderer expresses unwillingness to this condition, his tender will be rejected.
- 10.3 The Tenderer shall keep the contents of his tender and percentage rates quoted by him confidential.
- 10.4 The Tenderer shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
- 10.5 The Tenderer should quote his percentage rates inclusive of all taxes, duties, royalties, etc. The successful Tenderer (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer for record.

11.0 CURRENCIES OF THE TENDER: Tender prices shall be quoted in **Indian Rupees** only.

12.0 TENDER VALIDITY

- 12.1 The tender shall remain valid and open for acceptance for a period of **180 days** from the Last date of submission of tender as indicated in NIT.
- 12.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the Tenderers for a specified extension in the period of Validity in writing or by Tele-fax. A Tenderer may refuse the request without forfeiting his tender security. A Tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

13.0 TENDER SECURITY

- 13.1 The Tenderer shall furnish with his tender, **Tender Security Amount** in the form of a **Bank Guarantee for Rs 73.56Lakhs (Rupees seventy three lakhs and fifty sixthousand 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. **The Tender Security shall remain valid for 60 days beyond the validity period of the**

tender. The Bank Guarantees submitted towards Tender Security can be in multiple BGs also. The pay orders/Bankers cheque and demand drafts payable at Bangalore are also acceptable. **All Bank Guarantees should be payable in Bangalore at the designated branch failing which, the tender will be rejected.** The Tender Security shall be submitted in a separate envelope. Any tender not accompanied by an acceptable tender security will be summarily rejected.

- 13.2 The Tender securities of unsuccessful Tenderers shall be discharged/returned by the Employer as promptly as possible as but not later than **30 days** after the expiration of the period of tender validity.
- 13.3 The tender security of the successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as per the Contract.
- 13.4 The tender security shall be forfeited:
- a. if a Tenderer withdraws his tender during the period of tender validity, or
 - b. if the tenderer does not accept the correction of his tendered price in terms of Clause 24.0, or
 - c. in the case of a successful tenderer, if he fails to:
 - i. Furnish the necessary performance guarantee for performance.
 - ii. Enter into the Contract within the time limit specified.
- 13.5 **No interest** will be payable by the Employer on the tender security amount cited above.
- 14.0 PRE-BIDMEETING:** Pre-Tender meeting will be held on **30.01.2016** at 11:00 Hrs. in the Office of the BMRCL at Bangalore.

15.0 FORMAT AND SIGNING OF TENDERS

- 15.1 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.
- 15.2 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.
- 15.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender. A copy(in English) of the Memorandum and Articles of Association (or equivalent) for an incorporated Tenderer (or, in the case of a group, for each corporation forming a part of the Tenderer) shall accompany the tender.
- 15.4 All amendments/corrections/overwriting shall be initialed by the person or persons signing the tender.
- 15.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 15.6 Each page of the submittals and tender document including Addendum, Corrigendum etc., if any, shall be signed by the authorized signatory. Tenderer's proposal shall be serially numbered and shall be submitted in bound form. Employer will not take any responsibility for the missing of sheets if submitted in loose form.

D. SEALING AND SUBMISSION OF TENDERS

16.0 SEALING AND MARKING OF TENDERS

- 16.1 The **Tenderer shall submit the tender in person on the date given in the Notice of Invitation to Tenderer**, submit (ALL IN ORIGINAL) sealed Outer Tender envelope (Envelope No-4), containing Tender Security (Envelope No-1), Technical Package (Envelope No-2) and Financial Package (Envelope No-3) separately and clearly marked with the name of Tenderer, time and date for submission and time and date for openingsuper scribed as:

Envelope-1:“Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1: Tender Security” and

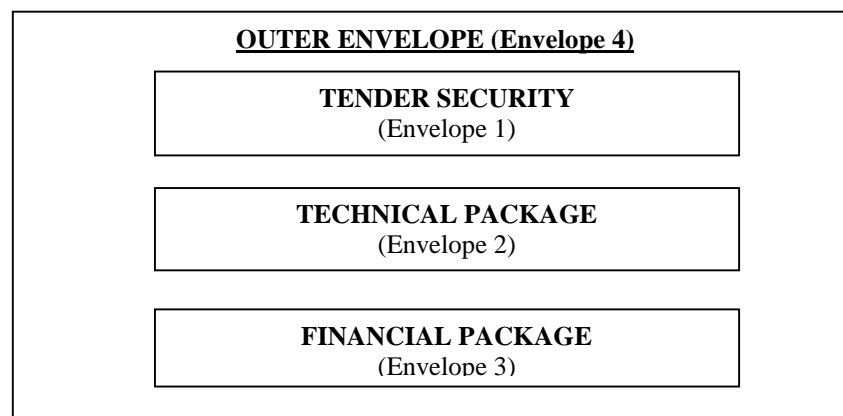
Envelope-2:“Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1: Technical Package” and

Envelope-3:“Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1: Financial package” and

Envelope-4:“Tender No: BMRCL/Phase-2/Reach- 1 Extn/Road Widening/2016/1: Outer Envelope”

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

The sealed Outer Tender envelope (Envelope No. 4), shall contain sealed envelope containing Tender Security (Envelope No. 1), Technical Package (Envelope No. 2) and Financial Package (Envelope No. 3) separately as follows:



Note:Tender Drawings are also required to be submitted in Original.

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

17.0 SUBMISSION OF TENDERS

- 17.1 Tenders should be submitted at the following address during the time and the date for submission.

The General Manager (Contracts)

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

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

subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of tender).

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

E. TENDER OPENING AND EVALUATION

19.0 TENDER OPENING

- 19.1 The Employer will open the tenders in the presence of Tenderers or their representatives who choose to attend on date and time, as mentioned in tender document, in BMRCL Office located at Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560 027, Karnataka. On opening of the outermost Tender envelope, it will be checked whether it contains Tender security amount envelope, Technical Package & Financial Packages Envelopes separately or not. In case they are not separate / sealed properly, the bid of the said tenderer shall be summarily rejected. If it is in order, then the Tender security amount envelope will be opened first and checked for its adequacies and whether it is the acceptable form or not as per Clause 13 of ITT.
- 19.2 Then the Employer will open the Technical Package on the same day, in the presence of Tenderers or their representatives who have attended to witness the opening of Technical bid and tenders of only those Tenderers whose Tender Security is found to be acceptable and valid will be opened. (If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of this Tender).
- 19.3 The Tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 19.4 The sealed **Financial Package** will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of Technical packages.
- 19.5 Technical Package of the Tenderer will thereafter be examined to see, if they are complete and whether the documents are in order. If the documents do not meet the requirements of the Employer, the said Tenderer's Financial Package will not be considered at all for further processing.
- 19.6 The **Technical package** will be evaluated for eligibility and qualification criteria. Technical package of the tenderers will be examined to see, if they are complete, whether the documents are in order. If the tenderers fail to meet the eligibility and qualification criteria OR the documents as required are not in order, then further scrutiny of other technical parameters will not be done and Financial Packages of those Tenderers shall not be opened.
- 19.7 Technical packages meeting all the Technical requirement of the Tender and found technically suitable only will be qualified for opening of their Financial Package. The date and time of opening of Financial Package shall be informed separately to the tenderers who meet Technical Requirements.
- 19.8 The **Financial Package** will be opened in the presence of qualified Tenderers or their representatives who choose to attend in BMRCL Office. Bid Prices as quoted shall be read out by the Nominated Officials of the BMRCL and recorded.
- 19.9 Not less than three days notice may be given to the Tenderers before opening Financial Package.

20.0 PROCESS TO BE CONFIDENTIAL

- 20.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- 20.2 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.

21.0 CLARIFICATION OF TENDERS

- 21.1 Technical evaluation of technical packages submitted by Tenderers shall be undertaken based on details submitted in the technical package only. Employer reserves the right to ask any clarification from Tenderers for details submitted with technical package, if it so desires during the technical evaluation. No additional information is permitted to be given by the tenderer against the clarification sought.
- 21.2 To assist in the examination, evaluation and comparison of Financial Package, the Engineer/ Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 24.0 herein.
- 21.3 **Delay/refusal to the request for clarification as referred in the above Para 21.1 and may result in the rejection of the tender.**

22.0 DETERMINATION OF RESPONSIVENESS

- 22.1 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.
- 22.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price.
- 22.3 If a tender is not substantially responsive to the requirements as stipulated in tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. His tender will be rejected. The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

23.0 EVALUATION OF (FINANCIAL PACKAGE)

- 23.1 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**.

23.2 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.

24.0 CORRECTION OF ERRORS : 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

25.0 AWARD CRITERIA

25.1 Subject to Clause 24.0, the Employer will award, the Contract to the Tenderer, who meet Qualification and Eligibility criteria and whose tender is responsive, complete and in accordance with the tender documents, after evaluating Technical and Financial documents, and who's Evaluated Price is determined to be the lowest.

26.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS: Notwithstanding Clause 25.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst Tenderers without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for Employer's action.

27.0 NOTIFICATION OF AWARD OF CONTRACT

27.1 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.

27.2 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.

28.0 SIGNING OF AGREEMENT

28.1 The successful tenderer shall submit the following documents **within 30 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.

28.2 Within **45 days from the date of issue of Letter of Acceptance** the successful tenderer will be required to execute the Contract agreement as prescribed in schedule 1 to the Special Conditions of Contract. One copy of the Agreement duly signed by the Employer

and the Contractor through their authorized signatories will be supplied by the Employer to the Contractor.

29.0 PERFORMANCE SECURITY

- 29.1 Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a performance Security deposit in the form of a Bank Guarantee (Payable at Bangalore at the Designated Branch) for an amount equivalent to 10% (Ten percent) of the Contract Price as mentioned in LoA (For the purpose of calculating the amount of performance security, only the value of contract as mentioned in LoA will be considered), plus additional security (if any) for unbalanced tenders in accordance with Clause 10.2 of ITT and sub Clause 4.2.1 of the General Conditions of Contract. The Form of Performance Security provided in Schedule-2 to Special Conditions of Contract shall be used.
- 29.2 The performance security deposit is provided by the successful Tenderer in the form of a Bank Guarantee (Payable at Bangalore at the Designated Branch.), it shall be issued either by a Nationalized or Scheduled Bank included in second schedule to RBI Act, 1934 but excluding co-operative Bank. The Performance Security shall be valid up to final completion of Defect Liability Period.
- 29.3 **Failure of the successful Tenderer to comply with the requirements above shall constitute sufficient grounds for cancellation of the award and forfeiture of Tender security.**

30.0 KEY DATES

The Contractor will be required to achieve the following Key Dates (KD) to be calculated from the date of issue of Letter of Acceptance/ Notice to proceed as occurring.

KD No.	Item	Key Date(from the date of issue of LOA / Notice to Proceed)
KD-1	1) Culverts - 30% Completion 2) Road Work up to Sub Grade Top – 30% of Total length Completion. 3) Drain work – 30 % of Total length Completion.	04 Months
KD-2	1) Culverts - 70% Completion 2) Road Work up to Sub Grade Top – 100% of Total length Completion. 3) Road Work up to WMM top/DLC – 70 % of Total length Completion. 4) Drain work – 70 % of Total length Completion.	8 Months
KD-3	1) Culverts - 100% Completion 2) Road Work up to WMM top/DLC – 100 % of Total length Completion. 3) Drain work – 100 % of Total length Completion. 4) Road Work up to BC Top/Concrete Pavement – 100% of Total length Completion.	11 Months
KD-4	Completion of Work as a whole.	12Months

“Key dates are provisional. These will be discussed and finalized after submission of Works Programme by the successful tenderer. However, final completion date shall remain unaltered”.

Penalty& LD for Delay in Achieving Key Dates (Road Widening Works):

KD No.	Item	Penalty
KD-1	1) Culverts - 30% Completion 2) Road Work up to Sub Grade Top – 30% of Total length Completion. 3) Drain work – 30 % of Total length Completion.	Rs. 50,000/-(Rupees Fifty thousand) per day of delay.
KD-2	1) Culverts - 70% Completion 2) Road Work up to Sub Grade Top – 100% of Total length Completion. 3) Road Work up to WMM top/DLC – 70 % of Total length Completion. 4) Drain work – 70 % of Total length Completion.	Rs. 1,00, 000/- (Rupees One Lakh) per day of delay.
KD-3	1) Culverts - 100% Completion 2) Road Work up to WMM top/DLC – 100 % of Total length Completion. 3) Drain work – 100 % of Total length Completion. 4) Road Work up to BC Top/Concrete Pavement – 100% of Total length Completion.	Rs. 1,00,000/- (Rupees One Lakh) per day of delay.
KD-4	Completion of Work as a whole.	Liquidated Damages as per <u>clause 8.5</u> of General Conditions of the Contract, Appendix of Form of Tender.

Note:

- 1) The Engineer will decide about completion of work regarding all Key Dates.
- 2) Any imposition of Penalty on account of delay in accomplishing key date KD1 and KD2 will be waived and Penalty amount if deducted will be returned (without interest) provided the Contractor is able to accomplish Key Date KD3 in the stipulated time.
- 3) The Penalties against KD-1 to KD-3 will be in addition to the LD against KD – 4 to be levied as per Clause-8.5 of GCC and Appendix of Form of Tender.
- 4) These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.
- 5) “**Key dates are provisional. These will be discussed and finalized after submission of Works Programme by the successful tenderer. However, final completion date shall remain unaltered**”. Any deviation from the jointly approved programme will invite penalties as mentioned in the above table.

31.0 INCENTIVE CLAUSE – FOR THE WHOLE CONTRACT:

For earlier completion of the work as a whole from the stipulated original date of completion, an **incentive payment of INR 3.0Lakhs per day** shall be paid to the

contractor, subject to a **maximum of INR 2.50Crores**. The engineer's decision is final and binding on the contractor so far as incentive payment to the contractor is concerned.

32.0 SUBMISSION OF SCHEDULE BY SUCCESSFUL TENDERER:

Successful Tenderer shall submit Schedules from 11 to 15 as given in Schedules to SCC along with Performance Security.

33.0 CONTACT PERSON IN BMRCL OFFICE:

The contract 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**

TECHNICAL PACKAGE-Volume-1

QUALIFICATION CRITERIA: SECTION-3

Sl. No	CONTENT	Page No.
1	GENERAL INFORMATION	2
2	WORKS CRITERIA	3
3	FINANCIAL CRITERIA	3
4	KEY PERSONNEL	4

1. GENERAL INFORMATION:

- 1.1 Applicants are advised that selection of contractors will be entirely at the discretion of BMRCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification process will be given and that BMRCL qualification decisions are without any right of appeal whatsoever.
- 1.2 Applicants for qualifying are required to submit the duly filled in Details and associated information as requested in Qualification Criteria.
- 1.3 Client certificates are mandatory for the work done. In case the work is done as sub-contractor, client's signed copy of agreement with main contractor, approval of client for being engaged as sub-contractor and completion certificate from main contractor are to be submitted.
- 1.4 The Applicants for qualifying should fulfil the **CRITERIA** as follows:

1.5 GENERAL CRITERIA:

Name of the Applicant: -----

No	CRITERIA	YES	NO
1	Has the applicant abandoned any work in the last five years ending 31.03.2015?		
2	Has the Applicant been debarred, business banned by any organisation in the last 10 years) year ending 31.03.2015?		
3	Has the Applicant paid liquidated damages more than 5% of the contract value in a contract due to delay or penalised due to any other reason in the last five years ending 31.03.2015?		
4	Has the Applicant suffered bankruptcy / insolvency in the last five years ending 31.03.2015?		
5	Has any misleading information been given in the application?		
6	Has the Applicant any litigation history in a court of law (annual average of more than one litigation case in the last 10 years) year ending 31.03.2015?		
7	Has the applicant certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid?		
8	Has the Applicant submitted duly signed Letter of undertaking?		
9	Does the Applicant satisfy the Criteria stipulated in Para 2, 3 and 4 of qualification criteria (Section 3)?		
10	Has the applicant availed CDR from any bank in India or Abroad?		
11	Has the Applicant been penalized for poor quality of work in last five years ending 31.03.2015?		

Note:

Answer “**YES**” to any one of the questions from 1 to 5 and answer “**NO**” to any one of the questions from 7 to 9 will be considered as “**FAIL**” and will disqualify the Tenderer from further evaluation.

2. WORKS CRITERIA:

The tenderer in his/its name should have relevant and proven experience of having successfully completed similar work which means, Road work / Road widening works for National Highways, State Highways, (New Road construction/ widening works), including allied works like dismantling of existing drains, kerb stones, medians and making new drains, footpath, carriageway and extension of Culverts etc., of comparable magnitude in the **last seven years** ending 31.03.2015 as under:

- i. At least **ONE WORK** of similar nature (New Road widening work for National Highways /State Highways) of value of **Rs.58.85** crores or more and having a minimum length of **12 Kms**.

OR

- ii. **TWO WORKS** of similar nature (New Road widening work for National Highways /State Highways) each of value of **Rs. 36.78**crores or more and having a minimum length of **7.5Kms**

OR

- iii. **THREE WORKS** of similar nature (New Road widening work for National Highways /State Highways) each of value of **Rs. 29.42**crores or more and having a minimum length of **06Kms**.

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

AND

3. FINANCIAL CRITERIA:

Tenderer is required to meet the following minimum criteria:

- (a) **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 balance sheets and/or from the banking reference. Banking reference should contain in clear terms the amount that the bank will be in a position to lend for this work to the applicant. The tenderer must submit the Banking Reference and certificate from its Banker to demonstrate that it has access to, or has available liquid assets, lines of credit and other financial means sufficient to meet the required cash flow, after meeting its commitments for other contracts and other liabilities and as amounting to **INR11.03Crores**.
- (b) **Annual Construction Turnover:** To qualify for award of this contract each tenderer in his name should have in the last five years (2010-11 to 2014-15) period(s) achieved in at least two financial years an annual financial turnover from construction of **INR 110.34 Crores** duly certified by Chartered Accountant.

- (c) **Net worth:** Average Net-Worth (Total Assets – Total Liabilities) should not be less than **Rs.14.71 Crores** during the last five financial years viz. 2010-11, 2011-12 2012-13, 2013-14 and 2014-15.
- (d) **Profitability:** Earnings before interest and tax should be positive in at least 2 years out of the last five years.

The said details to be certified by the Chartered Accountant.

Notes:

- Financial data for latest last five audited financial years has to be submitted by the tenderer along with audited balance sheets. The financial data(Form 9 to the tender) in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original.
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the applicant should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

(e) **BID CAPACITY:**

The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula.

Available Bid Capacity = $(1.5 \times A \times N - B)$

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.03.2015 price level assuming 5% inflation for Indian Rupees every year and 2% for Foreign currency portion per year).

N = number of years prescribed for completion of the works for which tenders are invited.

B = Value of existing commitments (as on 31.03.2015) for ongoing construction works during the period of 09 months with effective from 31.03.2015.

AND

4. KEY PERSONNEL:

- I. **Project Manager:** Project manager should be BE/BTech Civil Engineering with 15 years of total experience and 5 years as Project Manager on Major Highway construction works and should have completed at least one major highway construction work of value Rs 60 crores or more. CV of the Project Manager shall be submitted as per Form 16 of FTT.
- II. **Deputy Project Manager:** Deputy Project manager should be BE/BTech Civil Engineering with 10 years of total experience and 4 years as Deputy Project Manager on Major Highway construction works and should have completed at least one major highway construction work of value Rs 60

crores or more. CV of the Deputy Project Manager shall be submitted as per Form 16 of FTT.

Notes:

1. In case the CVs of Key personnel is not commensurate with requirements as mentioned above, the tender may be rejected.
2. The successful bidder has to deploy the same key personnel as indicated in the tender submittal failing which the contract may be terminated in accordance with GCC Clause 13.2.
3. The tenders submitted by the tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses above, shall not be considered for further evaluation. The mere fact that the tenderer is qualified as mentioned in the sub clause above shall not imply that his bid shall automatically be accepted.