

Bangalore Metro Rail Corporation Limited
 (A Joint Venture of GOK & GOI)
 3rd Floor, BMTC Complex, K.H.Road
 Shanti Nagar-Bangalore-560 027
 Telephone No. 080-22969300/301 Fax: 080-22969222
 E'mail: bmrcl@dataone.in Web site: www.bmrc.co.in

Tender No. BMRCL/FORMATION OF ROAD/R 3a/ 2010-11 dated 13.10.10

TENDER NOTIFICATION

Sealed Tenders are invited from reputed and experienced 'Civil Contractors' for **Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya (chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works for Bangalore Metro Rail Project** as described below. The Interested tenderers may purchase the tender documents from BMRCL office during office working hours between 15.10.10 and 23.10..2010 on Payment of non-refundable fee in the form of Demand Draft/Pay order drawn in favor of 'Bangalore Metro Rail Corporation Limited', payable at Bangalore.

S.No.	Tender No.	Cost of tender documents	Amount Put to Tender	Completion Period
1.	Tender No. BMRCL/ FORMATION OF ROAD/R 3a/ 2010-11 dated : 13.10.2010	Rs. 15,000/- (Rupees Fifteen thousand only)	Rs. 12,00,00,000/- (Rupees Twelve Crores only)	4 (Four) Months from date of issue of LOA.

For further details please log on to our web site www.bmrc.co.in

Sd/-
 Chief Engineer (R3)
 BMRCL, Bangalore



BANGALORE METRO RAIL CORPORATION LIMITED

(3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, BANGALORE – 560 027)
Telephones: 080-22969300-301 Fax: 080-22969222

NAME OF WORK: Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya (chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works for Bangalore Metro Rail Project

1.	TENDER REFERENCE	Tender No. BMRCL/ FORMATION OF ROAD/R 3a/ 2010-11 dated: 13.10.2010
2.	ISSUE OF BID DOCUMENTS	15/10/2010 to 23/10/2010 between 11.00 and 16.00 Hrs (IST) on all working days
3.	LAST DATE FOR RECEIPT OF TENDER DOCUMENTS	29/10/2010 from 11.00 hrs to 14.30hours(IST)
4.	OPENING OF TECHNICAL BID DOCUMENTS	29/10/2010 at 15.00 hours (IST)
5.	OPENING OF FINANCIAL BID DOCUMENTS	Date will be Intimated for the successful Tenderers
6.	ADDRESS FOR COMMUNICATION	Office of the BMRCL, 3 rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore – 560 027.

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SECTION - 1

NOTICE INVITING TENDERS (NIT)

Tender No. Tender No. BMRCL/ FORMATION OF ROAD/R 3a/ 2010-11 dated:

1 Bangalore Metro Rail Corporation Limited (BMRCL), invites sealed tenders from eligible tenderers for Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya .(chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works.

The name of the work, approximate value, EMD and cost of tender documents are given in the table below:

Name of the work	Approximate value of work (Rs.)	Earnest Money Deposit (Rs.)	Cost of Document (Non-refundable) (Rs.)	Period of completion
(1)	(2)	(3)	(4)	(5)
Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya .(chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works	12,00,00,000/- (Twelve Crores)	12,00,000/- (Twelve Lakhs)	15,000/- (fifteen thousand only)	4 months

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

3. The Tenderers are required to submit three separate sealed covers, one containing the Earnest Money Deposit which will be opened first, the second cover - Technical Bid - containing the details of their capability to undertake the work and other details will be opened next. The third cover (financial bid) will be opened at a later date with due advance information to the Tenderer only if the Tenderer is found to be qualified to execute the tendered work. The Tenderers are advised to note the **Eligibility criteria** specified in **Clause 13 below** to qualify for award of the contract.

4. It is to be noted that the Tenderer must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking during the last 10 years. Also the tenderer must not have resiled after award of contract. An undertaking to this effect shall be furnished along with the submission of Tender Documents.

5. All Tenderers are hereby cautioned that tenders containing any material deviation or reservation and/ or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected. BMRCL reserves the right to accept or reject any or all proposals without assigning any reasons, No tenderer shall have any cause of action or claim against the BMRCL for rejection of his proposal.

6. **Tender documents will be on sale** from 15/10/2010 to 23/ 10/2010 between 11.00 hrs to 16.00 Hrs(IST) on all working days. The payment of Tender Fee (non-refundable) of Rs. 15,000/- (Rupees fifteen Thousand) shall be made by demand draft drawn in favour of "Bangalore Metro Rail Corporation Ltd." payable at Bangalore.

7. Tenders must be accompanied by Earnest Money Deposit as aforesaid in the above Table. Earnest Money Deposit will have to be in anyone of the forms as specified in the Tender Document and shall be valid for 45 days **beyond** the stipulated validity of the tender.

8. Tenders must be delivered to Bangalore Metro Rail Corporation Limited between 11.00 Hrs and 14.30Hrs (IST) on 29.10.10 and Tenders will be opened as aforementioned on the same day at 15.00 hrs in the presence of the Tenderers who wish to attend. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the BMRCL, the next official working day shall be deemed as the date for submission of tender and opening of the same.

9. Tenders shall be submitted in person to BMRCL, BMTC Complex, III Floor, KH Road, Shanthinagar, Bangalore-560027. The Employer/Employer cannot take any cognizance and shall not be responsible for delay in transit.

10. Tenders sent telegraphically or through other means of transmission (Tele-fax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

11. Tender prices shall be quoted in Indian Rupees only.

12. **Late or delayed tenders will not be accepted under any circumstances.**

Other details can be seen in the tender documents.

13. Eligibility Criteria

- i. The tenderer shall be either an individual or a company registered under the provisions of Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act. **No Joint Venture/ Consortium can participate in this Tender.**
- ii. The tenderer should have relevant and proven experience of having successfully completed, in his/ its own name, similar works comprising of Road works / asphaltting works / concrete works in government departments/PSUs in a period of Twelve continuous months in the preceding years from 2005-06 to 2009-10 (Up to 30.09.10) ,to be supported by Client's Certificates;

- (a) At least Three similar works costing not less than Rs. 525 Lakhs each
OR
- (b) At least Two similar works costing not less than Rs. 660 Lakhs each
OR
- (c) At least One similar work costing not less than Rs. 960 Lakhs
- iii. Tenderer in its own name must have satisfactorily executed in government departments/PSUs in a period of twelve continuous months in the preceding years, between 01.04.2005 and 30.09.2010 with the following minimum quantities in works of roads / asphaltting / concreting, duly supported by Client's Certificates:
- | | | |
|---|---|----------|
| (a) Bituminous construction | : | 3600 Cum |
| (b) Granular Sub base | : | 3900 Cum |
| (c) Wet Mix Macadam | : | 5100 Cum |
| (d) Cement Concrete/RCC
(M20 and higher grade) | : | 3600 Cum |
- Note:
- (i) The above minimum quantities can be from not more than **three works** and this applies to (a), (b), (c), and (d) above individually
- (ii) All items (a), (b), (c), and (d) above need not have been executed in the same period of 12 continuous months.
- iv. Tenderer must have availability (Whether in possession / hired / leased etc.) of reliable machinery and plant in adequate number as below:
- | Sl. No. | Type of Equipment | Minimum |
|---------|---|---------|
| 1. | Vibratory Roller for earth compaction | 2 No. |
| 2. | paver | 1 No. |
| 3. | Mechanical Bitumen Sprayer | 3 No. |
| 4. | Tandem Vibratory Roller | 2 No. |
| 5. | Tippers | 10 Nos. |
| 6. | 2.00M wide Roller for compaction in case of road widening | 2 No. |
- v. Tenderer shall demonstrate Financial Soundness in the form of Liquid assets and / or availability of credit facilities of not less than Rs. 450.00 (Four Hundred) lakhs (Credit lines / letter of credit / certificates from banks) for meeting the fund requirement.
- vi. Any party or its associate company if had been in the holiday list / Black listed by any Central / State Department / PSU company and such tenderers whose name appears in the list of the above said authorities as on date is disqualified and would not be considered. Also the applicant must not have resiled after award of contract. A self certificate/ declaration to this effect shall be attached to the Technical bid.
14. Tenderer shall submit as to how he considers himself as satisfying eligibility criteria giving his reference against each item of eligibility criteria, in addition to giving details in section 6.

15 POINTS TO BE NOTED

Earnest Money Deposit may be paid in the form of Demand Draft / Pay order in favour of "Bangalore Metro Rail Corporation Limited". The Earnest Money Deposit may be in the form of a Bank Guarantee from a Scheduled Commercial bank (excluding co-operative bank) based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of tender security form included in this volume of tender documents (Annexure -II). Other formats may be permitted subject to the prior approval of the Employer. Bank guarantees shall be irrevocable and operative for a period not less than 45 days beyond the validity of the tender (i.e. 135 days from the scheduled date of opening of tender). The Tender Security shall be endorsed / pledged in favour of the Employer and shall be submitted in a separate envelope super scribed **"EMD for Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya .(chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works."**

1. Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer and shall be treated as non-responsive.
2. The Employer shall prepare the Agreement in the Proforma (Annexure-VI) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 3 weeks from the date of issue of the 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 shall be supplied by the Employer to the Contractor.
3. Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of twenty days from the date of issue of the Letter of Acceptance:
 - a) Performance Guarantee.
 - b) Power of Attorney
5. Time is the essence of this Contract. Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above.
6. The work shall be commenced with all earnestness within fifteen days from the date of issue of Letter of Acceptance failing which it would be presumed that the Contractor is not interested in the work and action may be taken to get the work executed through an alternate agency all at the cost and sole risk of the contractor.
7. All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The contractor shall make available at site all relevant KPWD Specifications Indian Standard Codes of practice as applicable.

- 8 In case of discrepancy among Standard codes of practice, Technical Specifications and provisions in sub clauses in this NIT, the order of precedence will be as below :
- i) Provision in NIT
 - ii) Technical Specifications,
 - iii) KPWD Specifications.
 - iv) MORTH Specifications
 - v) Standard Codes of Practice.
9. The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the contractor should verify them himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.
10. The contractor shall make the detailed traffic diversion plans in consultation with BangaloreTraffic Police. The work is to be executed with proper liaisoning with BangaloreTraffic Police. Necessary assistance will be given by BMRCL.
11. The utilities which are not to be diverted but require supporting, proper supporting be done so that they are not damaged along their branches. All Precautions shall be taken while handling the utilities. The Contractor shall be liable for any damages in this behalf.
12. **The contractor shall plan his works keeping in view restriction of approach and availability of space and time. The contractor is required to work in coordination with other contractors. The road works may have to be carried out mostly in night for which no claim will be entertained.**
13. The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
14. Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
15. The tenderer shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.
16. 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. No claim on account of any errors detected in the tender documents shall be entertained.
17. Clarifications, required if any, shall be asked in writing in BMRCL office



18. Corrigendum / modifications / corrections, if any, will be intimated to tenderers who have purchased the tenders and the same will also be posted in the website.
19. Bangalore Metro Rail Corporation Limited reserves the right to accept / reject any or all tenders without assigning any reason.
20. Further details about the tender can be obtained from the Office of the Bangalore Metro Rail Corporation Limited, 3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-560 027 on all working days between 15.00 hrs to 17.00 hrs on all working days. Our website: www.bmrc.co.in. may also be seen. (Contact person - Chief Engineer/Reach-3. Telephone 080-22969300, 22969301, 22969387, Fax - 080 - 22969222, Yeshwanthpur office-080-40592511)

Sd/-
Chief Engineer/Reach-3
BMRCL, Bangalore

SECTION -2**INSTRUCTIONS TO TENDERERS (ITT)****A. General****1. Scope of Tender**

Sealed Tenders are invited by Bangalore Metro Rail Corporation Limited, Bangalore (hereinafter called the Employer) for the **Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya .(chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works** as detailed in the Table given in the Notice Inviting Tenders (NIT). It is a fixed rate contract. There will be no price variation or escalation on the accepted rates.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

3. Qualification of the Tenderer

3.1 Tenderer shall meet the eligibility criteria vide item No. 13 of NIT.

B. Tender Documents**4. Content of Tender Documents**

4.1 The tender papers consist of the following documents, along with their Annexures, appendices, addenda and errata if any.

Volume-I

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT) (including all annexures)
3. Scope of work
4. General Conditions of Contract
5. Contract Data
6. Qualification Information
7. General and Technical Specifications
8. Formats and Annexures.
9. Drawings

Volume-II

Priced Bill of Quantities.

4.2 Procurement of Manuals

- a) Tenderers should procure KPWD specifications and MORTH Specifications referred from the market.
- b) Tenders shall be prepared and submitted in accordance with the instructions given herein.
- c) The tenderer is expected to examine carefully all the contents of the tender documents as mentioned in these documents including instructions, conditions, forms, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders which are not responsive to the requirements of the tender documents will be rejected.
- d) Price Bill of Quantities and qualification documents should be completed and delivered at Bangalore Metro Rail Office between 11.00 hrs and 14.00 hrs (IST) on 22.10.10. Tenderers shall submit volume I and II of the tender documents in separate covers as mentioned above, duly signed by authorised representative of the tenderer. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the BMRCL, the next official working day shall be deemed as the date for submission of tender.

5. Amendment to Tender Documents

- 5.1 At any time prior to the deadline for the submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.
- 5.2 The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, on or prior to last date mentioned in Clause 4.2 (d) above. This communication will be in writing or by Tele-fax and the same shall be binding upon them. Prospective tenderers who should promptly acknowledge receipt thereof by Tele-fax to the Employer.
- 5.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Employer or the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 12.2.

5.4 Any addenda thus issued shall be treated part and parcel of the tender documents and will be binding on the tenderer.

6. Preparation of Tenders

6.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be in the English language.

6.2 The tender submitted by the Tenderer shall be in three covers and shall contain the documents clearly labeled as follows

6.2.1 First Cover - Earnest Money Deposit

6.2.2 Second Cover - Technical Bid (Original and Copy, Vol. I of Tender Document & supporting documents)

6.2.3 Third Cover - Priced Bill of Quantities (Original and Copy, Volume II of tender document, rates quoted duly)

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed in other Sections shall be filled in without exception. If any indication on financial aspect in any other cover, such tender documents will be rejected. Entrustment of this work on subletting to any other contractor, who has been rejected in this bid, will not be entertained.

7. Tender price

7.1 The tenderer is required to quote for all the items as per tender documents.

7.2 Tender prices shall be quoted in Indian Rupees only.

7.2 Prices quoted by the tenderer, shall be deemed to have been included all taxes (Excise duty, sales tax/VAT, Entry tax, Turn over tax etc.,) or cess or other liabilities and the cost of insurance to this contract. All Royalties as may be levied by the competent authorities shall be deemed to have been included in the Price.

7.3 The tenderer should study these notifications carefully to assess and take into consideration all the above taxes and duties while quoting his rates. BMRCL will not be responsible in any way for not factoring the taxes or cesses or duties and neither any reimbursement will be made under any circumstances nor any claim will be entertained on that account.

7.4 Service tax on construction services is not attracted for any works of buildings or civil structures including repairs/alteration undertaken in connection with MRTS project. It is not necessary for the contractor to pay service tax to respective authority for this work.

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- 7.5 The rate for each item shall be reasonable and not unbalanced. Should the Employer/ 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 feels 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. Should the tenderer fail to comply with this, his tender shall be liable to be rejected by the Employer, who may award the Contract to any other tenderer.
- 7.6 The contract shall be for the whole works. The percentage and the total tender price (both in figures and words) shall be filled by the Tenderer only in the Priced bill of quantities.
- 7.7 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

8. Tender validity

- 8.1 Tenders shall remain valid and open for acceptance for a period of **Ninety days** from the last date of submission of tender. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 8.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Employer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made 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.

9. Earnest Money Deposit

- 9.1 The tenderer shall furnish, as Earnest Money Deposit (EMD), an amount as mentioned in Table of Section 1.
- 9.2 The EMD may be in the form of DD drawn in favour of Bangalore Metro Rail Corporation Limited, payable at Bangalore or may be in the form of a Bank Guarantee from a Scheduled Commercial bank (excluding a Co-operative Bank) based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of Form of EMD included in this volume of tender documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantees shall be irrevocable and operative for a period not less than 45 days beyond the validity of the tender (i.e. 135 days from the date of tender). The Tender Security shall be endorsed/pledged in favour of the Employer and shall be submitted in a separate envelope super scribed "EMD for Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya .(chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works for Bangalore Metro Rail Project

- 9.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer/Employer and shall be treated as non-responsive.
- 9.4 The tender securities of unsuccessful tenderers shall be discharged / returned by the Employer as promptly as possible but not later than 30 days after the expiration of the period of tender validity as defined in Clause 8.1.
- 9.5 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 23.0.
- 9.6 The tender security may 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 18, or
 - c. in the case of a successful tenderer, if he fails to :
 - i. furnish the necessary performance guarantee for performance as per Clause 23.0 and/or
 - ii. enter into the Contract within the time limit specified.
- 9.7 Interest will not be payable by the Employer on the tender security amount cited above.

10. Format and signing of Tender

- 10.1 The Tenderer shall prepare original and duplicate of the documents comprising the Tender, clearly marked "ORIGINAL" and "DUPLICATE" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 10.2 If the tender is submitted by a proprietary firm it shall be signed by the proprietor and his full name and the full name of his firm with its current address.
- 10.3 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.
- 10.4 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 Company. A certified copy of the power of attorney shall accompany the tender.
- 10.5 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page

of printed documents should be initialled at the bottom by the person submitting the tender along with the date of initialling.

- 10.6 In case of all documents listed in these Tender Documents, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notarially certified copy of the Power of Attorney as the case may be shall be enclosed along with the tender.
- 10.7 All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.
- 10.8 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialled by the person or persons signing the tender.
- 10.9 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 10.10 For the purpose of the above Clauses firm shall mean and include proprietary firm and Partnership firm and company or Corporation.

D. Submission of Tenders

11. Sealing and marking of tenders

- 11.1 The Tenderer shall follow the procedure as indicated below:
- 11.2 Technical Proposal and Priced Bill of Quantities will be submitted in two sets one marked "Original" and the other marked "Copy" (Copy should be photocopy of 'original').
- 11.3 The tenderers are required to submit three separate sealed covers, marked as cover-1, cover-2 and cover-3, duly labelled viz., Cover 1-containing the Earnest Money, Cover 2- containing the original and copy of Technical proposal and qualification information as per format given in Section-6 and cover 3- containing original and copy priced bill of quantities. These three envelopes will be wrapped in an outer envelope addressed to the designated officer, duly superscribing on top, the Tender No., name of the work, time and date of submission. The envelop should also bear the name and address of the Tenderer.

Cover-1 should contain:

- (i) Earnest Money Deposit

Cover-2 should contain:

Original Technical proposal (Volume I of Tender Document) & qualification information as per format given in Section-6 in one envelope and copy of above in another envelope (both to be put in cover-2)

Cover-3 should contain:

- (i) Original priced bill of quantities (Volume II of Tender Document) (in one envelope)
- (ii) Copy of Priced Bill of Quantities (in another envelope) (both to be put in Cover-3.)

Hence, the outermost envelope, will contain **seven** sealed inner envelopes.

11.4 The **outer most** envelopes shall be duly super scribed

- (a) with the address of the Employer as follows:

Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore - 560 027.

(insert address of office for Tender submission), and

- (b) with the following identification:

Tender for Proposed new road & allied works from NH-4 to Jalahally road via Metro Depot at Peenya .(chainage 0.000 to 1.405km) , including dismantling of existing drains, kerb stones, medians, making new drains, reformation of footpath, carriageway, asphalt works and other works for Bangalore Metro Rail Project

- Tender No. BMRCL/FORMATION OF ROAD/R-3a/ 2010-11 dated 13.10.10
- DO NOT OPEN BEFORE. 15.30 hours (IST) on ----- (time and date of tender opening]

11.5 In addition to the identification required in **Sub-Clause 11.2 & 11.3**, the inner envelopes shall indicate the name and address of the Tenderer and the contents in brief like EMD and Registration, Technical proposal original, Technical proposal Copy, Priced bill of quantities original, Priced bill of quantities copy.

11.6 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.

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12. Deadline for submission of the Tenders

- 12.1 Tenders should be delivered to the Employer at the address specified above between 11.00 hrs and 14.00 hours (IST) on 29.10.2010. 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.
- 12.2 The Employer may, at his discretion, extend this date for the submission of tender by amending the Tender Documents in accordance with Clause 5.0, 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.
- 12.3 The Employer cannot take any cognizance and shall not be responsible for delay in transit.
- 12.4 Tenders sent telegraphically or through other means of transmission (Tele-fax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.
- 12.5 Any tender received after the deadline prescribed for submission of tenders in Clause 12.1 above herein will be returned unopened to the tenderer.

E. Tender opening and evaluation

13. Opening of Covers 1 & 2 of all Tenderers and evaluation to determine qualified Tenderers:

- 13.1 The Employer will open the outer most envelope of all the tenderers received (except those received late or delayed), in the presence of tenderers or their representatives who choose to attend on date & time as mentioned. 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 (for technical bid). The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 13.2 On opening of the outer most Tender envelope, it will be checked if it contains Cover 1, Cover 2 and Cover 3.
- 13.3 After opening of Cover 1 and examining to see if it is complete as to whether the requisite EMD has been furnished and is in order, Cover 2 will be opened. If the documents do not meet the requirements of the Employer a note will be recorded accordingly by the Tender Opening Authority and the said Tenderer's Proposal will not be considered for further processing.
- 13.4 The tenderers name, the presence or absence of the requisite EMD 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. The sealed priced bill of quantities-cover 3- will be kept in the safe custody of the Employer and will be opened on a subsequent date after

evaluation of technical packages. Priced Bill of Quantities of all technically found suitable offer will be opened and the date for opening of Priced Bill of Quantities shall be informed separately.

13.5 The Employer or his authorized representative shall prepare minutes of the Tender opening, including the information disclosed to those present.

13.6 The Employer will evaluate and determine whether each tender meets the eligibility criteria defined in ITT and is accompanied by the required earnest money deposit as per stipulations in ITT. The Employer will draw out a list of qualified Tenderers.

14. Opening of Cover-3 of qualified Tenderers and evaluation:

14.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Cover-3 containing the Priced BOQ. They will be opened in the presence of the Tenderers or their representatives who choose to be present. 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 Cover 3. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

14.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and Tender modifications if any, and such other details as the Employer or authorized representative may consider appropriate, will be announced at the opening. No Tender shall be rejected at Tender opening.

14.3 The Employer shall prepare minutes of the Third Cover Tender opening, including the information disclosed to those present.

15. Process to be confidential

15.1 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.

16. Clarification to Tenderers

16.1 Technical evaluation of technical packages submitted by tenderers shall be undertaken based on details submitted in the technical package only. Tenderer shall not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore, essential that all the details are submitted by tenderer accurately and specifically in their technical package avoiding vague answers. However, Employer reserve the right to ask any clarification from tenderers for details submitted with technical package if it so desires during the technical evaluation and the tenderer is bound to furnish the information.

16.2 To assist in the examination, evaluation and comparison of Priced BOQ, the Employer may ask tenderers individually for clarification of their tenders,



including breakdown / details of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Employer during the evaluation of tenders in accordance with Clause 18.0 herein.

- 16.3 No Tenderer shall contact the Employer on any matter relating to the Tender from the time of the Tender opening to the time the contract is awarded.
- 16.4 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tender.

17. Examination of Tenders and Determination of Responsiveness

- 17.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements of the tender documents and examine whether each Tender;
 - a) has been properly signed; and
 - b) is substantially responsive to the requirements of the Tender documents.
- 17.2 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. "Deviation" may 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 tenderer's 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.
- 17.3 If a tender is not substantially responsive to the requirements of the tender documents or if the construction methods proposed by the tenderer are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. The priced BOQ of such tenderer shall be returned unopened.
- 17.4 The decision of the Employer as to which of the tenders are not substantially responsive or have impractical / defective design or construction technology shall be final.

18. Correction of errors

- 18.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer/ Employer for any arithmetical errors in computation and summation during Financial evaluation. Errors will be corrected by the Employer / Employer as follows:
 - (a) The tenderers who fulfill the minimum requirements as submitted in the technical package, only their offers will be evaluated further

- (b) The Employer will, keeping in view the contents of Tender Documents, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal is found non-complaint with the requirement of work it may be rejected. This process is to assure that only technically acceptable proposals are considered for the work.
- 18.2 All technically acceptable tenders will be eligible for opening of their Priced BOQ. BMRCL will notify all successful tenderers to attend the opening of the Priced BOQ . The Priced BOQ will then be opened in front of attending tenderers and all prices recorded.
- 18.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected and the earnest money deposit may be forfeited.
- 18.4 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
- 18.5 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 18.6 The evaluation of Priced BOQ proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
- a) Arithmetical errors corrected by the Employer/Employer in accordance with this clause.
 - b) Such other factors of administrative nature as the Employer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 18.7 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.
- 18.8 Evaluation of priced BOQ offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance
- 18.9 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the EMD shall stand forfeited.
- 19. Evaluation and Comparison of Tenders**
- 19.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive.



- 19.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price making any correction for errors. Making appropriate adjustments to reflect discounts or other price modifications offered
- 19.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender evaluation.

E. Award of Contract

20. Award Criteria

- 20.1 The Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents, and whose Evaluated Price has been determined to be the lowest.

21. Employers right to accept any Tender or to reject any or all Tenders.

- 21.1 Notwithstanding Clause 20, 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 the award of Contract, or divide the Contract between/amongst tenderers without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action. Even in such cases the rates quoted by the tenderer should hold good despite decrease in quantum of work to be done by the Tenderer(s).

22. Notification of award and signing of Agreement

- 22.1 Prior to the expiry of the period of tender validity prescribed by the Employer/Employer, the Employer/Employer will notify the successful tenderer by telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.
- 22.2 The Letter of Acceptance will constitute a part of the contract.
- 22.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer as per Clause 22.1, the employer will promptly notify the unsuccessful tenderers and discharge / return their EMD.

- 22.4 The notification of award will constitute the formation of the Contract, subject only to the furnishing of performance security in accordance with the provisions.
- 22.5 The Employer shall prepare the Agreement in the Proforma (Annexure-VI) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 3 weeks from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract agreement. The performance guarantee should be submitted within 20 days from issuing of LOA. 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.
- 22.6 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of twenty days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
 - b. Power of Attorney(s) and Board Resolution

23. Performance Security

- 23.1 The successful Contractor shall within 20 (Twenty) days of issue of the letter of acceptance by the Employer, furnish Security for an amount of 10% (Ten percent) of the contract price in the form of a Bank Guarantee in the prescribed Proforma from any Nationalized / Scheduled Bank (excluding Co-operative Bank) located in India as defined in clause (e) of Section 2 of RBI Act, 1934. The Bank Guarantee for performance security shall be valid 18 months from the date of issue of LOA. The Bank Guarantee shall be in the name of "BMRCL". The Employer shall have full rights whatsoever to encash any Bank Guarantee executed under this Contract at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Client and any disputes/ claim whatsoever in this regard shall only be settled by means of arbitration as provided for in this contract and the decision of Client as to what amount is due to it from the said Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Contractor shall have no right to interfere with the same except to agitate/ claim/ dispute the same before the arbitration and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Client without the Contractor's consent and without referring the matter to the Contractor. Courts at Bangalore District, Karnataka State, will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
- 23.2 Failure of the successful tenderer to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.

24. Corrupt or Fraudulent practices

- 24.1 The BMRCL requires that the Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BMRCL.

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24.1.1 will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

24.1.2 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a 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 BMRCL contract.

24.2 Furthermore, Tenderers shall be aware of the provision stated in the Conditions of Contract.

25. Correctness of documents:

It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of this tender and the successful tenderer shall take upon himself and provide for risk of any error if any, subsequently be discovered and shall make no subsequent claim (s) on account thereof. No advantage is to be taken by the tenderer, successful or otherwise of any clerical mistake which may occur in the general specification, schedules, plans or tender forms supplied to the tenderer.