

**BANGALORE METRO RAIL CORPORATION LTD.**

**TENDER**

**FOR**

**Construction of Metro Hospital Block  
(High Risk Pregnancy Ward)  
in the premises of Vani Vilas Hospital, Bangalore**

**Notice Inviting Bids**

**Pre Qualification**

**Instructions to Bidders**

**July ' 2013**



**Bangalore Metro Rail Corporation Limited**

**(A JV of Govt. of India and Govt. of Karnataka)**

**3rd floor, BMTC Complex, K H Road, Bangalore-560027 (India)**

**Phone – 080-22969300, 301**

**Fax: 080-22969222**

**Tender No. BMR/Tender/VVH/2013/ II call**

# **BANGALORE METRO RAIL CORPORATION LTD.**

## **Tender For**

### **“Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore”**

Tender No. BMR/Tender/VVH/2013/ II call dated 29.07.13

#### **Summary of Tender Documents**

##### Vol-I

- Notice Inviting Bids
- Pre Qualification
- Instruction to Bidders

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- General Conditions of Contract

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- Specific Conditions of Contract

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## **Key Dates (Tendering Process)**

<b>Sl. No.</b>	<b>Description</b>	<b>Date(s)</b>
1.	Tender Notification	29.07.2013
2.	Sale of Tender Documents	29.07.2013 to 19.08.2013
3.	Pre-bid Meeting	21.08.2013
4.	Date of Submission of Tender	12.09.2013
5.	Date of Tender Opening	12.09.2013

# BANGALORE METRO RAIL CORPORATION LTD.

(A Joint Venture of GoK & GoI)

3rd floor, B.M.T.C complex, K.H. road,  
Shantinagar, Bangalore-560027 (INDIA)

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

Email: [bmrc@dataone.in](mailto:bmrc@dataone.in) , [doddihal@bmrc.co.in](mailto:doddihal@bmrc.co.in) Website: [www.bmrc.co.in](http://www.bmrc.co.in)

Ref: **BMR/Tender/VVH/2013/II call**

Dated: 29.07.2013

## TENDER NOTIFICATION

Bangalore Metro Rail Corporation Ltd., (BMRCL) a joint Venture of Govt. of India & Govt. of Karnataka, invites Tender from the reputed and experienced Contractors having previous experience in the works of similar nature, volume & complexity and having completed such works during last seven years ending 31.03.2013. The tendered work relates to Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore. Tenderers are required to have a good financial standing, performance record, requisite experience and capacity in the fields described above.

Sl. No	Tender package No.	Name of work	Estimated cost	Cost of Tender document	Bid Security amount	Sale of Tender documents	Date & Time for submission of tenders
1	<b>BMR/Tender/VVH/2013</b>	Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore.	₹. 12.16 Cr.	₹. 5,000/-	₹.12.16 lakhs	29.07.2013 to 19.08.2013	12.09.2013 from 11.00 hrs to 15.00 hrs (IST)

Note:

1. The Tender documents will be available for sale from 11:00 to 17:00 hours (IST) on all working days.
2. The Tender documents can be obtained from the Registered Office of BMRCL, Bangalore on a non refundable payment as mentioned above through Demand draft or Pay-order in favour of 'Bangalore Metro Rail Corporation Ltd.' payable at Bangalore.
3. The requisite Bid Security amount is as mentioned above.
4. Pre bid meeting will be held on 21.08.2013 at 15.00 hrs (IST) in BMRCL office.
5. The tenders will be opened on 12.09.2013 at 15.30 hrs (IST)
6. Further details will be available on web site: [www.bmrc.co.in](http://www.bmrc.co.in) & [www.hscltd.co.in](http://www.hscltd.co.in) from 29.07.2013.

Chief Engineer (R4)  
Bangalore Metro Rail Corporation Ltd.

## **DISCLAIMER**

This document has been prepared by HSCC, on behalf of Bangalore Metro Rail Corporation Limited (BMRCL). The information is provided to prospective Bidders, who are interested to Bid for “Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore”.

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While HSCC/BMRCL have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, BMRCL/HSCC do not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

BMRCL reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

### Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents issued by BMRCL/HSCC to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority on behalf of BMRCL/ their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Client”** means **Bangalore Metro Rail Corporation Limited (BMRCL) or their nominee/assignee.**
9. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
10. **“Defects Liability Period/ Maintenance Period”** means the period after completion of the Project during which the client or his authorized representative / Engineer-in – charge/ Consultant that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.

11. **“Engineer in Charge”(EIC) means the General Manager (Projects), HSCC (India) Ltd. or any officer nominated by Chairman-cum-Managing Director & General Manager , HSCC (India) Ltd. to act as Engineer-in-Charge from time to time.**
12. **“Evaluation Committee”** shall mean the committee constituted by BMRCL/HSCC for the evaluation of the bids.
13. **“HSCC”** shall mean HSCC (India) Ltd., having its Corporate Office at E-6(A), Sector 1, Noida, appointed by BMRCL as a Consultant for the project.
14. **“Letter of Award”** shall mean the letter issued by the Client/ HSCC to the Successful Tenderer inviting him to sign the Contract Agreement.
15. **“BMRCL”** shall mean Bangalore Metro Rail Corporation Limited (BMRCL).
16. **“Performance Security”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned else where.
17. **“Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
18. **“Project”** shall mean “Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore”.
19. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
21. **“Similar Works”** as defined in qualifying criteria.
22. **“Scheduled banks”** mean **“Scheduled commercial Banks”**



**23. “Employer/Principal Employer” means Bangalore Metro Rail Corporation Limited (BMRCL).**

**24. “NIT” means Notice Inviting Tender.** The word “**Notice Inviting Tenders**” is synonymous with “**Notice Inviting Bids**”.

**25. “ITB” means Instructions to Bidders**

## NOTICE INVITING TENDERS

# BANGALORE METRO RAIL CORPORATION LIMITED, BANGALORE

### Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore

1. Percentage rate tenders are invited by of the Bangalore Metro Rail Corporation Limited at Bangalore of India from eligible contractors as per eligibility criteria laid down, for the work of “Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore”.

1.01 The work is estimated to cost as given in Table - I. This estimate, however, is merely a rough guide. Chief Engineer (R4), Bangalore Metro Rail Corporation Limited will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from Chief Engineer (R4) on Email ID- [doddihal@bmrc.co.in](mailto:doddihal@bmrc.co.in), Fax 080-22969222. The NIT and other details are also available on the Website <http://www.hsccltd.co.in / www.bmrc.co.in>

**Tenders will be available from 29.07.2013 to 19.08.2013**

1.02 Pre bid conference will be held on **21.08.2013** at 15.00 hrs (IST) in the office of Bangalore Metro Rail Corporation Ltd., 3rd floor, B.M.T.C complex, K.H. road, Shantinagar, Bangalore-560027 or any other venue as decided in future for which intimation will be published on HSCC/BMRC web site. Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd. may also be contacted in this regard.

1.03 TABLE – I

S.No.	Name of Work	Estimated cost	Period of Completion	Bid Security	Cost of Tender
1	Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore	₹. 12.16 crores	18 months	₹. 12.16 Lakhs	₹. 5,000/-

1.03.01 Tenders will be issued to all intending Tenderers.  
Tenders will be received on 12.09.2013 from 11.00 hrs to 15.00 hrs (IST)

#### 1.04 **Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

- a) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- b) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:
  - i. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost
  - b. Or
  - i. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost
  - c. Or
  - i. One similar completed work of costing not less than the amount equal to 80% of the estimated cost
- c) “**Similar Works**” shall mean a Project comprising Construction of RCC Framed building works including internal & external services like plumbing, electrical & HVAC etc. In case the bidder does not have the experience of major specialized works like plumbing, HVAC, electrical, etc., such specialized works shall be carried out by specialized agencies as detailed in Clause 1.26 of this NIT.
- d) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.
- e) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost during the immediate last Three consecutive financial years. **JV / Consortium not permitted**
- f) Profit : The Company should have positive Net Worth and should have incurred profit in not less than Three years in last Five years ending FY 2012-13 duly certified by the Chartered Account.
- g) Solvency Certificate: Solvency of the amount equal to 40% of the estimated cost of the work.
- h) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work. The bidding capacity shall be worked out by the formula:
  1. Bidding Capacity= (A\*N\*2)-B

Where

- A= Maximum Value of construction works executed in any one year during the last 7 years taking in to account brought to present value by 7% simple method the completed as well as work in progress.
- N= Number of years prescribed for completion of work for which bids has been invited.
- B= Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

i) JV/ Consortium are not permitted.

1.05 The time allowed for carrying out the work will be as mentioned in Table of Mile Stone(s) from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.

1.06 The site for the work is available.

**1.07 Applications for issue of tenders shall be received upto 15.00 hrs (IST) (03 PM) on 19.08.2013 and tender documents shall be issued upto 1700 hrs (IST) (05 PM) on 19.08.2013.**

1.08 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from the office of the General Manager (Projects), HSCC (India) Ltd., E-6(A), Sector 1, Noida – UP – 201301 between hours of 1100 hrs (IST) & 1700 hrs (IST) from **29.07.2013 to 19.08.2013** every day except Saturday, Sunday and Public Holidays and office of Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd., 3rd floor, B.M.T.C complex, K.H. road, Shantinagar, Bangalore-560027 between hours of 11.00 hrs (IST) & 17.00 hrs (IST) from **29.07.2013 to 19.08.2013** every day except Sunday and Public Holidays. Tender documents, will be issued, during the hours specified above, on payment of ₹. 5,000/- (including service tax) by Demand Draft in favour of Bangalore Metro Rail Corporation Limited payable at Bangalore as cost of tender.

1.09 Pre bid conference will held on **21.08.2013** at 15.00 hrs (IST) in the office of Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd. or any other venue as decided in future for which intimation will be published on web site. Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd. may also be contacted in this regard.

1.10 Bid shall be accompanied with Bid Security in shape of demand draft of a scheduled bank issued in favour of *Bangalore Metro Rail Corporation Ltd.* payable at Bangalore.

- 1.11 The tender comprising the Technical Package Part-I, Technical Package Part-II and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be placed in separate sealed envelopes, each marked as per clause 2.3.12 of ITB. All the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received on **12.09.2013 from 1100 hrs (IST) to 15.00 hrs (IST)** and will be opened by him or his authorized representative in his office on the same day at **15.30 hrs (IST)** i.e. on **12.09.2013**. The envelope marked “Technical Package Part-II” of only those tenderer shall be opened, whose Bid Security, placed in the other envelope, is found to be in order.
- 1.12 The Contractor whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Bank Guarantee in favour of “*Bangalore Metro Rail Corporation Ltd.*” as per Form C.
- 1.13 In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the Bid Security deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.14 Evaluation of performance :  
Evaluation of the performance of contractors for eligibility shall be done by Client/HSCC. If required, the works executed by the bidders who otherwise qualify may be got inspected by HSCC or a committee or any other authority as decided by Client.
- 1.15 The description of the work is as follows:- The work involved “Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore”. Further details can be seen at web site of the HSCC/BMRCL.
- 1.16 Deleted.
- 1.17 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 1.18 The competent authority on behalf of the Chief Engineer (R4), Bangalore Metro Rail Corporation Limited at Bangalore does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.19 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.20 The competent authority on behalf of Chief Engineer (R4), Bangalore Metro Rail Corporation Limited at Bangalore reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 1.21 The contractor shall be permitted for works in case his near relative is an officer in Bangalore Metro Rail Corporation Limited or in the Managerial cadre of HSCC and is directly dealing with the Project provided it is disclosed in the tender. Any breach of this condition by the contractor would disqualify him from tendering.
- 1.22 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.23 The tender for the works shall remain open for acceptance for a period of **120** days from the date of **opening of tenders**. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the BMRCL shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said Bid Security as aforesaid. Further the bidder shall not be allowed to participate in the tendering process of BMRCL for a period of Five years.

1.24 This is a Time Bound Project and no time over run is acceptable. Only bidders who can deliver project in time need to apply.

1.24.1 This tender provides strong incentive and disincentive clause as under:-

(a) **Incentive:-**

In Case, the contractor completes the work ahead of schedule completion time, a bonus @ 1/2% ( Half per cent) of the contract value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% ( five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.

(b) **Disincentive:-**

Likewise for delays upto 3 months, the penalty shall be 1% of contract value per month. For delays thereafter (4-6 months), the compensation shall be 2% per month, subject to a total penalty maximum limit of 10% of Contract amount.

1.25 The work includes a number of specialized Electrical/ Mechanical/ Electronic/ Medical Engineering services to be executed as integral parts of the project by engaging Specialized agencies as provided for in CPWD works Manual 2012.

Some of the Specialized Services are:-

- HVAC/ Air Conditioning
- Internal Electrification
- Lifts
- Comprehensive fire Protection System
- CCTV and Security System
- Solar Panel
- Central Hot Water Supply
- EPABX/ Communication System
- LAN system
- Dish Antenna/ TV Cabling
- STP/ WTP
- Water Supply for site

1.26 The Bidder must associate with himself agencies otherwise eligible to tender for other components individually for which an affidavit/undertaking as per format enclosed at Form H should be submitted along with the Technical Bid.

1.27 Registration/ Licence: The firm should have Works Contract Tax/VAT Registration with the appropriate Authorities **In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work**

1.28 The contractor/firm will indemnify HSCC/BMRCL/Employer/Client, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the

relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants alongwith prequalification.

1.29 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15days from the stipulated date of start of the work, sign the contract consisting of:

- The Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, is forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

- ***IMPORTANT POINTS***

***Contractor must not have been blacklisted/debarred/penalised by any government agency or public sector undertaking or judicial authority/arbitration body. (“As per ITB clause 2.2”)***

***1.31 Bid document consists of :***

1.31.1 **Volume – I (Notice Inviting Bids (NIT), PQ Criteria& Instructions to Bidders (ITB))**

1.31.2 **Volume – II (General Conditions of Contract)**

1.31.3 **Volume – III (Specific Conditions of Contract)**

1.31.4 **Volume – IV (Technical Specifications)**

1.31.5 **Volume – V (Bill of Quantities)**

1.31.6 **Volume – VI (Tender Drawings)**

1.32 BMRCL/HSCC reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the BMRCL/HSCC for rejection of his tender.

Signature

Authorized Representative of Chief engineer (R4)

Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd.,  
3rd floor, B.M.T.C complex, K.H. road, Shantinagar,  
Bangalore-560027  
SECTION-II



## **INSTRUCTIONS TO BIDDERS (ITB)**

### **2.0 Introduction:**

The Project “Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore” has been launched with the objective of enhancing medical facilities in the existing Vani Vilas Hospital.

It is proposed to construct a High Risk Pregnancy Ward in the premises of “Vani Vilas Hospital for Maternity & Child Health”. Vani Vilas hospital is attached to Bangalore Medical College and Research Institute located on K.R. Road near the City market in Bangalore.

### **2.01 Eligibility Criteria : As per Notice inviting Bids**

**2.02 Disqualification.** *Even if a Contractor meets the eligibility criteria as, BMRCL/HSCC may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:*

2.02.01 Made misleading or false representations in the forms, statements and attachments submitted; or

2.02.02 The Contractor has been blacklisted by any government agency even after bids have been opened

### **2.03 BID Documents :**

#### **2.03.01 Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc issued by HSCC for the purpose.

#### **2.03.02 Pre-Bid Conference**

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. HSCC/BMRCL shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same, queries will be received up to pre-bid date minus 3 days.

### 2.03.03 Clarifications

A prospective Contractor requiring any clarification with regards to the BID document may notify Chief Engineer (R4), in writing or by tele-fax at the mailing address indicated in Notice Inviting Bid. Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd. will respond in writing to any request for clarification which is received within two weeks of the first date of issue of the Tenders. Written copies of the Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd.'s response (including an explanation on the query but without identifying the source of the inquiry) will be sent to all prospective Bidders to whom, the BID has been issued and also uploaded on the HSCC website <http://www.hsccltd.co.in>. and BMRCL web site <http://www.bmrc.co.in>. Only written communications/ clarifications can be considered as valid.

### 2.03.04 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, BMRCL/ HSCC, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID by an amendment.
- ii. The said amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders who have received the BID, to arrive not later than 3 days prior to the original or extended deadline for the submission of the bids. This communication will be in writing or by tele-fax and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by Tele-fax/courier to client. The amendments would also be available on the website on HSCC <http://www.hsccltd.co.in> and BMRCL web site <http://www.bmrc.co.in>. The Bidders are strongly advised to regularly visit these websites to ensure that they are aware of the amendments. The addendum (s) issued will form part of the BID documents
- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the BMRCL/HSCC may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on HSCC/BMRCL website and it will be the responsibility of the bidders to read.

## **2.03.05 Preparation of Bid:**

### **a) Bidder's responsibility:**

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

### **b) Project Inspection and Site Visit**

Any Site information given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with the Client, including availability of electricity, water and drainage, where applicable.

BMRCL/HSCC shall not be liable for such costs, regardless the outcome of the selection process.

### **c) Documents Comprising the Bid**

Bidder shall submit their Bids in two packages namely the Technical Package and the Financial Package, together further sealed in an outer envelope. The contents of the technical and financial package are as mentioned hereinafter ie. Clause 2.3.6 & 2.3.7.

### **d) Alternative Proposal by bidders:**

Bidders shall submit offers that comply with the requirement of the Tender, including basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

**Contents of Technical Package:**

The technical package, clearly labelled as “**TECHNICAL PACKAGE**”, has to be submitted in two parts.

- a) Part –I shall comprise the following :
- i) Form of Bid and Appendix (**Form A**) for the Bid
  - ii) Bid Security, in original,
    - a. The Bidder shall enclose Bid Security with their Bid for an amount, as mentioned in Notice Inviting Bids.
    - b. The Bid Security will be in the form of demand draft of a scheduled bank issued in favour of “*Bangalore Metro Rail Corporation Ltd.*” payable at Bangalore.
    - c. Bids not accompanied by Bid Security, shall be treated as non-responsive, and will be summarily rejected by the HSCC/BMRCL.
    - d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by HSCC/BMRCL in not later than 30 days after the expiration of the period of Bid Validity.
    - e. The Bid Security of the Successful Bidder shall be adjusted first in the security deposit as per clause 1A of Volume –II General Conditions of Contract..
    - f. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
- b. Part –II shall comprise the followings :
- i. Checklist for the enclosed documents as per the format attached (**Annexure I**)
  - ii. Format for Performance Security Bank Guarantee (**Form C**)
  - iii. Format for Contract Agreement (**Form D**)
  - iv. Power of attorney (**Form E**) in favour of the person signing the Bid
  - v. Litigation History (**Form G**)
  - vi. Affidavit for engaging specialized agencies (**Form H**)
  - vii. Affidavit by Bidder (**Form I**)
  - viii. Form “T-1” (Financial Information)
  - ix. Form “T-1-B”(Certificate from a Scheduled Bank )
  - x. Form “T-2” (Details of works)
  - xi. Form “T-3” (Project under execution of award)
  - xii. Form “T-4” (Performance Report of Works)
  - xiii. Form “T-5” (Structure and Organization)
  - xiv. Form “T-6” (Details of Technical & Administrative personnel)
  - xv. Form “T-7” (Details of Construction Plant for carrying out the work)

- xvi. Initialled and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –V) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.

#### 2.03.07 **Contents of Financial Package**

- a) The financial package **VOLUME V- BILL OF QUANTITY** clearly labeled as “**FINANCIAL PACKAGE**” will contain the following:

- i. **Financial Bid**

- The financial package should be submitted, in a separate sealed envelope, These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case Government levies/ modifies any tax subsequently the same will be adjusted plus/ minus as the case may be.

#### 2.03.08 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language.

#### 2.03.09 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned. Bid should be valid for 120 days.

#### 2.03.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, BMRCL/HSCC may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

#### 2.03.11 Format and Signing of Bid

- a. Bid documents (technical package/ bid Part I and II and financial package/ bid) shall be stamped and signed on all pages by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.

- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by BMRCL/HSCC, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialled by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.03.12      Sealing and Marking of Bids

The Bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

- a) Each Bid will be submitted in two sets one marked “Original” and the other marked “Copy” (Copy should be the photocopy of ‘original’).
  - (i) Envelope No. 1 : Shall contain the following :
    - a. Technical Package Part –I comprising the following :
      - i) Form of Bid and Appendix (**Form A**) for the Bid
      - ii) Bid Security, in original, as per the format attached (**Form B**),
  - ii) Envelope No. 2 : Shall contain the following :
    - b. Technical Package Part –II comprising the following
      - i. Checklist for the enclosed documents as per the format attached (**Annexure I**)
      - ii. Format for Performance Security Bank Guarantee (**Form C**)
      - iii. Format for Contract Agreement (**Form D**)
      - iv. Power of attorney (**Form E**) in favour of the person signing the Bid
      - v. Litigation History (**Form G**)
      - vi. Affidavit for engaging specialized agencies (**Form H**)
      - vii. Affidavit by Bidder (**Form I**)
      - viii. Form “T-1” (Financial Information)
      - ix. Form “T-1-B”(Certificate from a Scheduled Bank )
      - x. Form “T-2” (Details of works)
      - xi. Form “T-3” (Project under execution)
      - xii. Form “T-4” (Performance Report of Works)
      - xiii. Form “T-5” (Structure and Organization)
      - xiv. Form “T-6” (Details of Technical & Administrative personnel)
      - xv. Form “T-7” (Details of Construction Plant for carrying out the work)
      - xvi. Initialled and Stamped Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –V) but including amendment(s)/addendum(s)/Corrigendum(s) /Clarification(s) issued, if any.

- iii) Envelope No. 3 : Shall contain only the Bill of Quantities and rates/prices (Volume V).

**The Bidder must fill up % above or % below the estimated cost of each section of BOQ (Volume V) both in words and figures.** The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words. There are seven sections

1. Civil
2. Public Health Engineering
3. Fire Fighting
4. Electrical
5. HVAC
6. Schedule of Rates Karnataka Public works, Ports & Inland Water transport Department, Bangalore Circle, 2012-2013 for Extra Items / Miscellaneous Items not covered in the above sections.
7. Deduct Credit for Dismantling and Disposal (Item No. 12.01 of Civil work) (Only Amount is to be quoted for this section)

**For which the agency has to quote its rate as % above / below the estimated cost of each section (except section 7) put to tender.**

No correction in the bid document by the use of fluid shall be permitted and the bid is liable to be rejected. If a bonafide correction has to be made by the Bidder in the BOQ, then the Original entry should be scored with a thin inked line by it should be clearly visible and readable the corrected entry should be signed by the bidder or its authorized representative signing the tender.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1&2. Non-compliance shall entail rejection of the Bid.

- b) All the above three envelopes shall be sealed in a fourth envelope and addressed to **“Chief Engineer (R4), Bangalore Metro Rail Corporation Ltd.”**, duly super scribing on top **“Bid for “Construction of Metro Hospital Block (High Risk Pregnancy Ward) in the premises of Vani Vilas Hospital, Bangalore”** and date and time of opening of the Bid. The envelope should also bear the name and address of the Bidder.

2.03.13 Submission of Bids

**Bids should be submitted to:**

**Chief Engineer (R4),  
Bangalore Metro Rail Corporation Ltd.,  
BMTC Complex, 3<sup>rd</sup> floor, K.H. Road,  
Shanthinagar, Bangalore-560027**

- i. The last date for submission of completed Bids is given in Notice Inviting Bids. The BMRCL/HSCC may, at their discretion, extend this date, in which case all rights and obligations of the BMRCL and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- ii. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. BMRCL/HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- iii. Bids sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- iv. **Modifications/ Substitution/ Withdrawal of Bids**
  - a) No modification or substitution of the submitted Bid shall be allowed.
  - b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by HSCC/BMRCL before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall re-submit the Bid following all the applicable conditions. Re-submission will not be permitted more than once and till last date and time of submission as notified.
  - c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and in case both are same then only withdrawal will be considered.
- v) **Bid Due Date**
  - a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
  - b. BMRCL/HSCC may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.



vi) Late Bids

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

**2.03.14 Power of Attorney:**

Bidders shall submit, along with Technical Package - Part II, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with BMRCL/HSCC and act as the contact person. The format for the power of attorney shall be as per form E of Bid Document Volume I. In case bids are signed by Managing Director /Partner/Proprietor himself, PoA is not required.

**2.03.15 Bid Opening and Evaluation:**

**Bid Opening**

- i) The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii) Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii) Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv) On opening of the main Bid envelopes, it will be checked if they contain Technical & Financial Bids and Bid Security as detailed above.
- v) The Envelope No.1 containing Technical Package Part I of the Bids will only be opened. They will be checked for completeness and confirmation of submission of the requisite Bid Security. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vi) The Bidders name, the presence or absence of the requisite Bid Security and any other details as BMRCL/HSCC or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii) Envelope No.2 containing the Technical Package Part-II of only the bidders whose Bid Securities are found in order will be opened
- viii) Envelope No.3 containing the Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

### **2.03.16 Determination of Responsiveness**

- i. Prior to the detailed evaluation of Bids, BMRCL/HSCC will determine whether each Bid is responsive to the requirements of BID
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. is packed, signed, sealed and marked
  - b. is accompanied by the power(s) of attorney if required
  - c. contains all the information as requested in the Bid Document
  - d. contains information in formats same/similar as those specified in this Bid Document
  - e. mentions the validity period of the offer
  - f. is accompanied by the Bid Security.
  - g. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. 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 Bidder under the Contract, or which limits in any substantial way, Client's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by BMRCL/HSCC. The decision of the BMRCL/HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall be returned unopened.

### **2.03.17 Evaluation of Bids**

- i. BMRCL/HSCC would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. BMRCL/ HSCC reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered; **or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
  - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

### **2.03.18 Clarification of Bids**

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by tele-fax. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

### **2.03.19 Process to be Confidential**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence BMRCL/HSCC Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

### **2.03.20 Award of Contract**

#### **a. Award Criteria**

BMRCL/HSCC or its assignees will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

#### **b. Notification of Award**

- i. Prior to the expiry of the period of Bid Validity, BMRCL/ HSCC will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which BMRCL will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by BMRCL/ HSCC from the unsuccessful Bidders.

- ii. The Letter of Award shall constitute a part of the Contract.
- iii. Upon submission of Performance Security by the Successful Bidder, BMRCL/ HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

#### **c. Signing of Agreement**

- i. Successful bidder shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- ii. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- iii. The Contract Agreement shall be duly signed by BMRCL or its assignees and Contractor through their authorized signatories.
- iv. In case the Successful Bidder does not sign the Contract Agreement within the mentioned period, BMRCL/ HSCC reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Security, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

#### **d. Performance Security**

- i. The Successful Bidder shall furnish to BMRCL or its assignees or any agency appointed by them, towards Performance Security, a bank guarantee for an amount of 5% of the total Contract Price, in accordance with the provisions in the General Conditions of Contract and remaining 5% shall be retained from the running bills. The bank guarantee has to be from a scheduled commercial bank based in Bangalore. The format for bank guarantee shall be as per Form-C provided in this BID. The Performance Security shall be furnished within the time limit specified in Notice Inviting Bids.
- ii. The Bank Guarantee should be valid up to 6 (six) months beyond the Defects Liability Period.
- iii. Failure of the Successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of decision to award the Contract and forfeiture of the Bid Security

#### **e. Sub-contracting**

- i. The Contractor shall not sub-contract the whole of the works. The Contractor shall not subcontract any part of the work without notifying and getting prior approval from the BMRCL\HSCC.
- ii. The Contractor shall be responsible for observance, by all sub-contractors, of all the provisions of the Contract Agreement. The Contractor shall be responsible for the acts or defaults of any sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Successful Bidder, his representatives or employees. The Contractor shall provide to the Engineer, the details of all the sub contracts including terms and conditions of the contracts. The Contractor shall be solely responsible for the performance of the sub contractor and for making payments to the sub-contractor.

#### **f. Defects Liability Period**

- i. The Defects Liability Period shall be up to 12 months from the date of issue of taking over certificate.
- ii. The Contractor shall, at its own risk and cost, make good, any defects, complete any leftover work as required by the Client during defects liability period.

#### **g. Ownership of the Designs and Drawings**

- i. All copyright and other proprietary rights in the Works shall vest and stand assigned to BMRCL and BMRCL shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by BMRCL during the terms of the copyright and the Contractor shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by BMRCL to give effect to and secure the above mentioned rights of BMRCL in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the Copyright Act 1957 including the design of the housing complex and all plans, sketches, design or artistic works created by the Contractor at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Contractor in connection with the Project.
- ii. The Contractor shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.
- iii. Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to the HSCC on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents/design.

#### **h. Right to modify the design**

The Client shall have the right to modify the design prepared by the Contractor. The Contractor shall comply with any such instructions by the Engineer or the Client and suitably modify the design and submit the same to the Client for approval.

#### **i. Client's right to accept any Bid and to reject any or all Bids**

- i. Notwithstanding anything above, BMRCL/HSCC reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.
- ii. BMRCL/HSCC reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
  - a) in case no Bid/ a single Bid is received.
  - b) occurrence of any event due to which it is not possible to proceed with the selection process
  - c) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
  - d) any other reason, which in the opinion of the Client necessitates the cancellation of the selection process
- iii. On occurrence of any such event, BMRCL/HSCC shall notify all the Bidders within 7 days of such decision. BMRCL/HSCC shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. BMRCL/HSCC is not obligated to provide any reason or clarification to any Bidder on this account. BMRCL's/HSCC's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Client on this account.
- iv) The Client further reserves the right to re-Bid the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- j. All amendments/ addendum shall be made available at HSCC Web site <http://www.hscltd.co.in>. and BMRCL web site <http://www.bmrc.co.in> It will be the responsibility of the bidder to see the web site regularly and update.

**END OF NIT**