

LKCM-02: Repair/replacement of Bearings/Pedestals, rain water drainage work over piers and repair/maintenance of water harvesting system between CCS Airport to Munshipulia Metro Station in UPMRCL Lucknow.

NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Name of Work:

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites Open Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.4 of NIT, for the work "**LKCM-02: " Repair/replacement of Bearings/Pedestals, rain water drainage work over piers and repair/maintenance of rain water harvesting system between CCS Airport to Munshipulia Metro Station in UPMRCL at Lucknow"**". The brief scope of the work is provided in Clause A1 of ITT and clause 2.0 of Technical Specifications and Employer's Requirements of Civil Works.

1.1.2 Key details:

Approximate cost of work	Rs. 1.74 Crores
Tender Security amount	Rs. 1.74 Lakhs
Completion period of the Work	36 months
Tender documents on sale:	From 04.01.2021 to 22.01.2021 (between 09:30 hrs to 17:30 hrs) on working days
Cost of Tender documents	INR 23,600/- (inclusive of 18% GST) (Demand Draft on a scheduled commercial bank based in India in favour of "Uttar Pradesh Metro Rail Corporation Ltd") payable at Lucknow
Last date of Seeking Clarification:	25.01.2021
Last date of issuing addendum:	29.01.2021
Date & time of Submission of Tender	08.02.2021 upto 15:00 Hrs.
Date & time of opening of Tender	08.02.2021 @ 15:30 Hrs.
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents.	Chief Engineer/ Contract, Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Near Dr.Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India Email: cecontractlmrc@gmail.com

1.1.3 QUALIFICATIONCRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tender for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT. **Joint Ventures and consortiums are not allowed to participate in the tender.**
 - ii. A tenderer shall submit only one bid in the same tendering process. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor in the same bidding process.
 - iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) A tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
 - iv. The Tenderer/applicant must not have been blacklisted or debarred as on the due date of submission of bid by Funding Agency/Government of India/ State Government / Government undertaking from participating in the tenders. The tenderer should submit an undertaking to this effect in Form of Tender. The tenderer shall also submit a "Verification Statement" to this effect as per proforma placed at **Appendix 5 of FOT.**
- v. Purchase Preference to Local Suppliers/Preference to Make In India:**
- a) Definitions:**
- i. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be 80% for the subject tender.
 - ii. 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed at sr. no. i. above.
 - iii. 'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - iv. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company or from a practicing cost accountant or

practicing chartered accountant giving the percentage of local content after completion of works to the Engineer.

- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as Appendix-15 and Appendix-16 of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not submit **Appendix-15** and **Appendix-16 of FOT** duly filled along with their technical bid, local content shall be considered as 'Nil' in tender evaluation.

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

vi. Restriction of Bidders from Countries sharing Land Borders with India as per Ministry of Finance order (Public Procurement No. 1) F.No.6/18/2019-PPD dated 23.07.2020.

Any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority".

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a **controlling ownership interest** or who exercises control through other means. Explanation—
 - a. **"Controlling ownership interest"** means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. **"Control"** shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

- (vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. In this regard, bidder has to submit an undertaking as per Appendix-21 of FOT.

1.1.3.2 Minimum Eligibility Criteria:

A. Work Experience: The tenderers will be qualified only if they have completed work(s) during last five years ending last day of the previous month of tender submission as given below:

- (i) At least one **"similar work"** * of value of **INR 0.68 Crores** or more.
OR
(ii) Two **"similar works"** * each of value of **INR 0.42 Crores** or more.
OR
(iii) Three **"similar works"** * each of value of **INR 0.34 Crores** or more.

The "similar work" for this contract shall be "Construction of any girder bridge having span 12.2 Mtr and above/ Repair and replacement of bearings of bridges".

Notes:

- The tenderer shall submit details of work executed by them, in the Performa of **Annexure-1** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.
- Value of successfully completed portion of any on-going work up to **31.12.2020** will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to **31.12.2020** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:

i) T1-Annual Turnover:

The average annual turnover of the tenderer in last **three audited financial** years (i.e. FY 2017-18, 2018-19 & 2019-20) should be \geq **Rs. 0.46 Crores.**

Notes:

- Financial data for latest last three audited financial years has to be submitted by the tenderer in **Annexure-2** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. **If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.**
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.1.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clause 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.1.5 The Tender documents consist of:

- a. Notice Inviting Tender
- b. Instructions to Tenderers (Including Annexure)
- c. Form of Tender (Including Appendices)
- d. General Conditions of Contract
- e. Special Conditions of Contract
- f. Technical Specifications and Employer's Requirement of Civil Works
- g. Bill of Quantities/Pricing Documents

1.1.6 The contract shall be governed by the documents listed in Para 1.1.5 above along with latest edition of CPWD Specification, IRS Specifications, MORTH Specifications and UPMRC works manual/Instructions.

1.1.7 The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Chief Engineer/Contract, Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar,

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Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow - 226010 (Email id: cecontractlmrc@gmail.com)

- 1.1.8 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause **E 4.4** of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.9 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.10 Tenders shall be valid for a period of **180 days** from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount in the form of a Demand Draft from Scheduled Commercial Bank in India.
- 1.1.11 UPMRC 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 UPMRC for rejection of his proposal.

**Chief Engineer/Contract
Uttar Pradesh Metro Rail Corporation Ltd.**