

## NOTICE INVITING TENDER

### 1.1 GENERAL

#### 1.1.1 Name of Work:

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites Open Tenders from eligible horticulture agencies, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, ***“Tender LKHT-02: Maintenance of horticulture works at 21 stations, ramps, station entries, RSS at polytechnic, polytechnic chauraha, CCAP Lawn, Shaheed path & Central Median from CCS Airport to Munshipulia metro station.”***

The brief scope of the work and site information is provided in NIT Section 2.

#### 1.1.2 Key details:

<b>Approximate cost of work (NIT Value)</b>	<b>INR 2.54 Crore (Rupees Two Crores Fifty Four Lakhs Only)</b>
<b>Tender Security amount</b>	Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per <b>Annexure-5 of ITT</b> at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.
<b>Completion period of the Work</b>	<b>24 Months</b>
<b>Tender documents on sale</b>	From <b>18.11.2021 (from 10:00 hrs) to 20.12.2021 (up to 15:00 hrs.)</b> on e-tendering website <a href="https://etenders.gov.in/eprocare/app">https://etenders.gov.in/eprocare/app</a> . Tender document can only be obtained on the website <a href="https://etenders.gov.in/eprocare/app">https://etenders.gov.in/eprocare/app</a> .
<b>Cost of Tender documents (Non-Refund able)</b>	<b>INR 23,600/- (inclusive of 18% GST)</b> Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. <b>LKHT-02</b> must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission). (Copy of GST registration no. to be provided

	<p>along with Tender document cost/ tender fee)  <b>Name of the Bank -</b> HDFC Bank  <b>Banks Address-</b>HDFC Bank Ltd, Tekari Chambers Ashok Marg, Lucknow  <b>Account Name-</b> UPMRCL(Lucknow Project)  <b>Account No.</b> – 50200009236810  <b>IFSC code</b> - HDFC0001267</p>
<b>Last date of Seeking Clarification</b>	<p><b>30.11.2021 (Up to 1800 Hrs)</b>  Bidders to note that seeking clarification on the tender shall be done by sending it on e-tendering portal only. Seeking clarification by mail or post will not be considered.   Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>
<b>Pre-bid Meeting</b>	<p><b>30.11.2021 @ 1500 Hrs.</b>  The pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team, etc. All Prospective tenderers who have made online payment towards the cost of tender document shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting to the registered official email of Employer i.e. <a href="mailto:cecontract@upmrcl.co.in">cecontract@upmrcl.co.in</a> along with scanned copy of transaction of payment of tender cost / tender fee, including e-receipt (clearly indicating <b>UTR No.</b> and <b>tender reference</b> i.e.<b>LKHT-02</b>, so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled pre-bid meeting</p>
<b>Date &amp; time of Submission of Tender online</b>	<p>Tender submission start date: <b>13.12.2021</b> (10:00 hrs).  Tender submission end date: <b>20.12.2021</b> (15:00 hrs).</p>
<b>Date &amp; time of opening of Tender (Technical Bid)</b>	<b>21.12.2021 @ 15:00 Hrs.</b>
<b>Date &amp; time of opening of Tender (Financial Bid)</b>	Will be informed later on after the evaluation of Technical Bids (only to the bidders who will successfully qualify the Technical Evaluation)
<b>Validity of Tender</b>	180 days from the last date of submission end date of tender.

<b>Authority and place for seeking clarifications etc.</b>	<b>Chief Engineer/ Contract, Uttar Pradesh Metro Rail Corporation Ltd., Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010, Uttar Pradesh, India. <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a></b>
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Any clarification/corrigendum/addendum to the tender documents shall be uploaded on the official e-portal only, without any obligation of press notification.

For further details, please visit official e-portal <https://etenders.gov.in/e procure/app>.

For any additional information & help for downloading & uploading, please contact e-tendering service desk at the following ID: support-eproc@nic.in or at Toll Free No.: (91)120-4001002, (91)120-4001005, (91)120-6277787.

### 1.1.3 QUALIFICATION CRITERIA:

#### 1.1.3.1 Eligible Applicants:

- i. The tenders 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 or Consortium 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 sub-contractor while submitting a bid 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) tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
  - b) tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
  - c) 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. 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-14** and **Appendix-15** of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not submit **Appendix-14** and **Appendix-15** 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.

**v. 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".

**Note: Joint Ventures and consortiums are not allowed to participate in this tender**

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 Tenderer/applicant must not have been blacklisted or debarred as on the due date of submission of bid by Government of India/ State Government / Government undertaking from participating in the tenders. **The tenderer should submit an undertaking to this effect in the Form of Tender. The tenderer shall also submit a "Verification Statement" to this effect as per proforma placed at Annexure 1 of ITT.**

#### 1.1.3.2 **Minimum Eligibility Criteria:**

The tenderers will be qualified only if they satisfy the criteria as given in para A below during last five years ending last date of previous month of submission of tender.

- A** **Work Experience:** The tenderers will be qualified only if they have completed work(s) during last seven years ending last date of previous month of submission end date of tender, as given below:

- (i) At least One "similar work" \*\* with annual value of **Rs. 2.03 Crores** or more.

OR

(ii) Two “similar work” \*\* each with annual value of **Rs. 1.27 Crores** or more.

OR

(iii) Three “similar work” \*\* each with annual value of **Rs. 1.02 Crores** or more.

**\*\* “Similar work” for this contract shall be work involving Maintenance /Development of Horticulture and landscaping works in Railways/ Metros/ Airports/other govt. dept./ shopping malls/commercial complexes.**

NOTE: -

- The tenderer shall submit details of work executed by them in the Performa of **Appendices-12 of F.O.T.** for the works to be considered for qualification of works experience criteria.
- For the above, 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 be submitted.
- Value of successfully completed portion of any ongoing work up to ending last date of previous month of submission end date of tender will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to ending last date of previous month of submission end date of tender price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. **Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent value in INR.**
- Criteria for work experience for “similar work” as described in para-A, above, shall be satisfied by a single entity.
- B. **Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:
  - (i) **T1 – Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.  
This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs. 0.18 Crores** for this contract, net of applicant’s commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to UPMRC and it should not be more than 3 months old as on date of submission of bids.

- (ii) **T2 - Profitability:** Deleted
- (iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be **Positive**.
- (iv) **T4- Annual Turnover:** The average annual turnover from Maintenance/Development of Horticulture and landscaping works of last five financial years should be **≥ Rs. 1.02 Crores**.

**Notes:**

- Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-13 of FOT** 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 '4' 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.

**1.1.3.3 Bid Capacity Criteria:**

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

$$\text{Available Bid Capacity} = 2 * A * N - B$$

Where,

A = Maximum of the value of cleaning & Horticulture works executed in any one year during the last five financial years (updated to last date of previous month of submission end date of tender price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on last date of previous month of submission end date of tender for on-going horticulture works during period of works of this tender starting from first date of month of submission end date of tender).

**Notes:**

- Financial data for latest last five financial years has to be submitted by the tenderer in **Appendix-10 of FOT** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature.
- Value of existing commitments (as on last date of previous month of submission end date of tender for on-going horticulture works during period of works of this tender starting from first date of month of submission end date of tender has to be submitted by the tenderer in **Appendix-11 of FOT**. These data shall be certified by the



Chartered Accountant with his stamp and signature.

- 1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 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 to 1.1.3.3 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.

#### 1.1.4 TENDER DOCUMENTS

**The Tender documents consist of:**

##### **(A) Technical Cover**

###### **Volume 1:**

Notice Inviting Tender (NIT) (Section-1),  
Brief Scope of Work (Section-2)  
Tender Prices and Schedule of Payment (Section-3).  
Instructions to Tenderers (ITT) - including Annexures  
Form of Tender (FOT) - including Appendices

###### **Volume 2:**

General Conditions of Contract (GCC)  
Special Conditions of Contract (SCC) - including Schedules

###### **Volume 3:**

Specifications and Scope of work

##### **(B) Finance Cover**

###### **Volume 4:**

Bill of Quantities (BOQ)

- 1.1.5 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 Ltd. (UPMRC) Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Uttar Pradesh-226010 [Email id:- [cecontract@upmrc.co.in](mailto:cecontract@upmrc.co.in) ]
- 1.1.6 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause **E4.4** 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. The intending tenderers must be registered on e-tendering portal <https://etenders.gov.in/eprocure/app>
- 1.1.7 Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.8 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **Class-II or Class-III digital signature**. The tender document can only be downloaded or uploaded using Class-II or Class-III digital signature.

However, the tenderer shall upload their tender on <https://etenders.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.

- 1.1.9** Tender submissions shall be done online on <https://etenders.gov.in/eprocure/app> after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS and scanned copy of Undertaking for Tender Security Declaration towards Tender Security (and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.1.10** Submission of Tenders shall be closed on e-tendering website of UPMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <https://etenders.gov.in/eprocure/app> before the deadline of submission. UPMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.11** Tenders shall be valid for a period of **180 days** from the date of submission end date of Tenders and shall be accompanied with a tender security of the requisite amount as per Clause C18 of ITT
- 1.1.12** 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
- 1.1.13** Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Lucknow, Uttar Pradesh only and no other court or any other district of the country shall have any jurisdiction in the matter.

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