

**TENDER NO: BMR-DDC-TRACK 1****NOTICE INVITING TENDERS****BANGALORE METRO RAIL CORPORATION (BMRCL)**

Our Ref: BMR-DDC-TRACK 1

Date: 24 April, 2008

TO:

FROM:

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**BMRCL**3<sup>RD</sup> FLOOR, BMTc COMPLEX

KH ROAD, SHANTHINAGAR

BANGALORE – 560 027

**Subject: Detailed Design Consultancy Services of Trackwork for Bangalore Metro Rail Project, Phase —1**

**Tender No: BMR - DDC-TRACK 1**

**BMRCL invites Tenders for Detailed Design Consultancy Services for Trackwork vide tender**

No: **BMR - DDC-TRACK 1**. The details of the tender is as follows:

<b>TENDER NO.</b>	<b>BMR-DDC-TRACK 1</b>
<b>NAME OF WORK and SECTIONS COVERED.</b>	Detailed Design Consultancy Services for Trackwork design of Bangalore Metro Rail Project-Phase-I comprising of an <b>East – West Corridor</b> of approximately 18.1 km long with 17 Stations and a <b>North – South Corridor</b> of approximately 14.9 km long with 15 Stations. The track alignment consists of combination of at-grade, elevated, and underground construction. The trains will be operated by 3 <sup>rd</sup> rail electrified traction power supply system. The track gauge will be standard Gauge (1435mm).
<b>COST OF TENDER DOCUMENT</b>	<b>Rs. 25,000 (Twenty five thousand Rupees) only (USD 625)</b>
<b>TENDER SECURITY AMOUNT</b>	<b>Rs. 4,00,000 (Four Lakhs Rupees only) (USD 10,000.00)</b>
<b>DATE OF ISSUE OF TENDER DOCUMENT</b>	<b>From 30 April, 2008 to 16 May, 2008</b>
<b>LAST DATE OF ASKING FOR CLARIFICATIONS</b>	<b>12 May, 2008</b>
<b>LAST DATE OF SUBMISSION OF TENDER DOCUMENT</b>	<b>29 May, 2008 between 11.00 Hrs. and 15.30 Hrs. (IST)</b>
<b>DATE OF OPENING OF TENDERS</b>	<b>29 May, 2008 at 16:00 Hrs. (IST)</b>

**Consequent** upon your having deposited the cost of the Tender Documents (Rupees Twenty Five Thousand only) for the work of providing **Detailed Design Consultancy Services of Track work** as detailed below for Bangalore Metro Rail Project, the Tender Documents describing the Qualifying requirements, Scope of Work and the Terms and Conditions of Contract, etc., accompany this Letter of Invitation.

**Tender Documents comprise:****VOLUME I – TECHNICAL PACKAGE**

- Instructions to Tenderers & Qualifying Requirements
- Conditions of Contract
  - Part I - General Conditions of Contract (GCC)
  - Part II - Special Conditions of Contract (SCC)
- Appendix A - Scope of Work
- Appendix B – Standard Proformae including Form of Agreement
- Appendix C – Design Criteria

**VOLUME II – BANGALORE METRO RAIL ALIGNMENT – PHASE I**

- Appendix D – Bangalore Metro Rail Alignment Key Map

**VOLUME III – FINANCIAL PACKAGE**

- Appendix E - Financial Package

Please note the requirements for submitting tenders and the date and time for submittal. Late or delayed tenders will not be accepted.

**TENDER NO: BMR-DDC-TRACK 1****INSTRUCTIONS TO TENDERERS****1.0 PROPOSAL**

- 1.1** BANGALORE METRO RAIL CORPORATION LTD (BMRCL) invites Lump Sum Tenders in two packages for providing Detailed Design Consultancy Services (Contract No: BMR-DDC TRACK 1) for Trackwork as detailed below for Bangalore Metro Rail Project, Phase – I.

Detailed Design Consultancy Services of Trackwork for Bangalore Metro Rail Project, Phase-I comprising of an East – West Corridor of approximately 18.1 km long with 17 Stations and a North – South Corridor of approximately 14.9 km long with 15 Stations. The track alignment consists of combination of at-grade, elevated, and underground construction. The trains will be operated by 3<sup>rd</sup> rail electrified traction power supply system. The track gauge will be standard gauge (1435mm).

The tenders are to be submitted in 2 packages viz “Technical Package” Volumes I and II, and “Financial Package” Volume III.

- 1.2 The Applicant may be an individual or a Partnership Firm or a Company registered under the relevant applicable laws or a Joint Venture/Consortium.
- 1.3 No member of the GC Consortium to BMRCL is permitted to take part in the above tender.
- 1.4 It should be noted that the ‘Tenderer’ shall not combine itself with those of a Construction contractor and/or manufacturer and shall furnish an undertaking to the effect that the ‘Tenderer’ agrees to limit its role to that of a consultant and/or designer and to disassociate itself, its associates/affiliates from work in any other capacity (including tendering relating to any goods or services for any part of the work) on this work other than that of consultant and/or designer.
- 1.5 If, in connection with the performance of the consulting services, any Tenderer intends to borrow, hire temporarily, personnel from contractors, manufacturers or suppliers, the Tenderer must include in their proposal all relevant information about such personnel. In such case, the Tenderer will be acceptable only if those contractors, manufacturers, and suppliers disassociate themselves from this work (including tendering relating to any goods or services for any other part of this work) other than that of consultant.

**1.6 IT MUST BE CLEARLY UNDERSTOOD AND NOTED THAT:**

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1.8

THE TENDER NOTICE BMR-DDC-TRACK 1 COVERS THE ENTIRE LENGTH OF TRACKWORK IN PHASE I AS DESCRIBED BELOW.

Detailed Design Consultancy Services of Trackwork for Bangalore Metro Rail Project, Phase-I comprising of an East – West Corridor of approximately 18.1 km long with 17 Stations and a North – South Corridor of approximately 14.9 km long with 15 Stations. The track alignment consists of combination of at-grade, elevated, and underground construction. The trains will be operated by 3<sup>rd</sup> rail electrified traction power supply system. The track gauge will be Standard Gauge(1435mm).

1.9 Each Tenderer will be required to confirm and declare in the Tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount. The form of certificate is at Annexure 7.

**2. TECHNICAL PACKAGE (VOLUME I & VOLUME II)**

2.1 The **Technical Package Cover** must be clearly labelled “**TECHNICAL PACKAGE**” and shall comprise of the following.

- Attested copy of Power of Attorney in favour of the person to enable him to sign and submit the Tender.
- In case of Partnership entity Power of Attorney from each member shall be vested upon the person who will be signing and submitting the Tender,
- Qualifying Requirements duly filled up the details as needed in the pro-forma.
- Understanding and comprehension of the work involved.
- The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant.
- A detailed overall work programme and a bar chart indicating the duration and timing of assignment of each key staff or other staff member assigned for tender.
- An organisation chart together with clear description of the responsibilities of each key staff member within the overall work programme for the tender.
- A task list of deliverables and delivery dates, and the person responsible for performing the deliverable.
- The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. (The majority of the key staff shall be regular members of the firm for at least six months).
- Details of design facilities.

**The offer should cover the entire Scope of Work as laid out in Appendices.**

2.2 No information relating to estimated costs or financial terms of the services should be included in the Technical Proposal. “TENDERER MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN TECHNICAL PROPOSAL OR TENDER SECURITY COVER OR ANY OTHER

DOCUMENTS IN THE TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED TENDERER.”

### 3. FINANCIAL PACKAGE (VOLUME III)

- 3.1 The **Financial package cover** must be clearly labelled “**FINANCIAL PACKAGE**” and shall comprise of the Financial Proposal only.
- 3.2 The **Financial Proposal**, which is enclosed in **APPENDIX E** (Appendix E1, Appendix E2, and Appendix E3 ) in volume III of the Tender Document, should be completed separately and submitted in separate sealed envelopes. The Lump Sum prices entered in Appendix E2, Form of Tender in Volume III should include all costs associated with the contract ( excluding Service Tax, which is to be indicated separately. Please refer foot note at Appendix E-2, Volume III. The price quoted shall cover remuneration for staff, transportation, site visits, equipment, printing of documents, surveys, etc. Your financial proposal shall be prepared by using, but not limited to, the formats attached in the Appendices – E1, E2, and E3 of Volume III.
- 3.3 The quoted price should cover all activities as laid down in Appendices A, B, and C of Volume I & Appendix E of Volume III ( for a particular tender so chosen by the Tenderer to quote), that are required for:
- Services to be performed prior to the award of construction contracts and
  - Services to be performed during construction of Trackwork.
- 3.4 The tenderer is bound to execute the contract awarded by BMRCL without any claim what so ever at the rate accepted by BMRCL for that particular tender. All costs shall be quoted in Indian Rupees.
- 3.5 The Tenderer’s offer shall be inclusive of all taxes and duties payable by them. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time. Service Tax as applicable will be reimbursed by BMRCL. Reimbursement will be subject to production of documentary evidence of payment of Service Tax to the concerned authorities. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by BMRCL on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer.

### 4.0 PERIOD OF VALIDITY OF PROPOSAL AND TENDER SECURITY AMOUNT

- 4.1 The offer submitted by the tenderer shall be valid for a period of **120 days** from the last date of submission of the tender, with a provision that it will be suitably extended on request of BMRCL.
- 4.2 “Tender security amount” in the form of a irrevocable Bank Guarantee, from an Indian Scheduled Commercial Bank (excluding Co-operative bank) may be acceptable to BMRCL. The amount of Bank Guaranty shall be sum of rupees 4 Lakhs (USD 10,000.00) which will be required to be submitted along with the tender, with a validity period of 150 days from the last date of submission of tender and with a provision that it shall be suitably extended on the request of BMRCL. This “Tender Security amount” shall be in the format included in Appendix B2- Standard Pro-Forma.
- 4.3. The “Original Tender Security Amount ” is to be submitted in a separate sealed envelope duly marked “Tender Security Amount “ and kept inside the Main Tender envelope along with envelope for “Technical Package” & “ Financial Package ” at the time of Tender submission. The ‘Tender Security Amount envelope “ will be opened first in the presence of the tenderers to determine compliance of “Tender

Security Amount” requirement. Offers submitted without the “Tender Security Amount” or with “Invalid Tender Security Amount” or in improper form will be summarily rejected. For such offers “Technical Package envelope” & “ Financial Package envelope” will not be opened at all.

- 4.4 The “Tender Security amount” of the successful tenderer will be returned upon receipt of a Performance Guarantee and the signing of the Contract Agreement as required herein.
- 4.5 The “Tender Security amount” furnished by unsuccessful tenderers will be returned after the successful tenderer has accepted unconditionally the “Letter of Acceptance” and returned one copy of the same duly signed.
- 4.6 BMRCL reserves the right to forfeit the “Tender Security amount” under the following circumstances:
- Withdrawal of tender during period of tender validity.
  - failure to sign the Contract within the time limit given if so awarded to the Tenderer.
  - failure to submit a Performance Guarantee.
  - if the tenderer does not accept the correction of his quoted price, if errors are detected.

## 5.0 SUBMISSION OF TENDERS

- 5.1 Tender submittals comprising of “Tender Security Amount envelope”, “Technical Package envelope” and “Financial Package envelope” as detailed above shall be accepted by BMRCL in the office of:

5.2

### **BANGALORE METRO RAIL CORPORATION LTD. (BMRCL)**

3<sup>rd</sup> Floor, BMTC Complex

K. H. Road, Shanthinagar

Bangalore – 560 027, India

Between 11:00 hrs and 15:30 hrs (IST) on 29 May, 2008 ( **to be submitted in person only** )

- 5.2 BMRCL may, at its discretion, extend this date for the submission of tender by amending the Tender Documents, in which case all rights and obligations of BMRCL and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by BMRCL, the next official working day shall be deemed as the date for submission of tender.
- 5.3 All the pages, supporting papers / documents submitted along with the tender should be signed by the authorized signatory and stamped. Tenders not containing full information as regards to qualifying requirements and Technical Proposal is liable for rejection.
- The proposals must be signed as detailed below :
- i) By the proprietor in case of proprietary firm
  - ii) By the partner holding the power of attorney in case of a firm in partnership (a Certified copy of the power attorney shall accompany the proposal).
  - iii) By duly authorized person holding the power of attorney in case of a Limited company or corporation (a certified copy of the power attorney shall accompany the proposal).
- 5.4 Tenders shall be submitted in person to the designated Office. BMRCL cannot take any cognizance and shall not be responsible for delay in transit.
- 5.5 Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

- 5.6 Any tender received in the designated office after the deadline prescribed for submission of tenders will not be accepted under any circumstances
- 5.7 For sealing and submission of the Tender, the Tenderers shall follow the procedure as indicated below:
  - 5.7.1 Technical package and Financial package will be submitted in two sets one marked "Original" and the other marked 'Copy" (Copy should be true photo copy of the Original).
  - 5.7.2 The tenderers are required to submit three separate sealed envelopes, marked as envelop -1, envelope -2 and envelope -3 duly labeled viz., envelope -1 containing the "Tender Security amount", envelope -2 containing the original and copy of Technical Package, pre-qualification information as per format given in Volume-I and drawings given in Vol II and envelope -3 containing original and copy of Financial Package as per format given in Volume-III. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top, the Tender No, name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

**Envelope -1 should contain: (i) Tender Security amount**

**Envelope- 2 should contain: (i) 'Original Technical Package & pre-qualification information' as per format given in the Volume I of the tender document in one envelope and 'copy' in another envelope.**

(both to be put in envelope-2).

**Envelope-3 should contain:**

- (i) Original Financial Package (in one envelope)
  - (ii) Copy of Financial Package (in another envelope)
- (both to be put in envelope-3)

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

- 5.7.3 The outer envelope must inscribe, a) the address of the Employer as follows.

**Bangalore Metro Rail Corporation Limited (BMRCL)**

**3<sup>RD</sup> floor, BMTC Complex**

**K.H. Road, Shantinagar**

**Bangalore – 560 027**

**India**

b) Name and address of the tenderer, Tender notice No.....and date and time of the opening of the tender

- 5.7.4 The inner envelopes shall also indicate the name and address of the tenderer and the content in brief like tender security amount, Technical Package in original Technical Package copy, Financial Package original, Financial Package copy.
- 5.7.5 No responsibility will be accepted by BMRCL for the opening out of the envelopes due to wrong/ bad/ deficient sealing or marking or other causes contrary to the aforesaid instructions.
- 5.7.6 BMRCL reserves the right to reject any Proposal if :

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal

5.7.7 Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal .

## **5.8 Tender Opening**

5.8.1 At 16.00 hrs IST on the day of submission of tenders, the received tenders will be checked for completeness of submission by the tenderers. Authorised representative of BMRCL will open the envelope containing the Tender security amount in front of the tenderers who wish to be present . The "Tender Security amount" will be checked for its acceptability viz. issuing bank, requisite value, approved format and validity etc. In case submitted Tender security amount is acceptable, the technical package of the said tender will be opened. The tenders not containing Tender security amount or containing invalid Tender security amount or containing Tender security amount which is not as per the approved format will be rejected and the Technical and Financial Package covers will not be opened at all.

5.8.2 Once "Tender security amount" is found to be acceptable, the "Technical Package" will be opened and checked for its completeness against the required documents. The "Technical Evaluation" shall be carried out as per details given in clause 14 – Qualifying Requirements. The "Financial Package" of the eligible tenderers will be placed in a secure box and held by BMRCL to be opened later.

5.8.3 Financial package shall be evaluated of only those tenderer(s) who satisfy the qualifying requirements and evaluation criteria as detailed in clause 14 and whose Technical Proposal is found to be acceptable.

5.8.4 Financial package will only be opened at a later date with prior intimation to tenderers, who are found to be successful in Technical Package. The Financial Package of the tenderers who do not qualify the qualification requirements and Evaluation criteria as detailed in clause 14 will be returned unopened.

5.8.5 BMRCL will later commence tender evaluation of "Financial Package" under conditions of confidentiality.

## **6. CONFIDENTIALITY OF THE PROCESS**

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

6.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tender.

## **7.0 EVALUATION OF PROPOSALS**

7.1 Technical Proposal

The evaluation committee appointed by BMRCL will, keeping in view the contents of Clauses 2.1 and 2.2 above, carry out Qualification process and Technical evaluation of submitted Technical Proposals to determine that the tenderer meets the qualifying requirements and also has a full comprehension of the work of the contract. Where a tenderer does not meet the Qualifying requirements and / or tenderer's technical submittal is incomplete, his tender will be considered to be non-compliant and will be rejected. Successful tenderers will be advised by BMRCL. This process is to ensure that only technically acceptable



proposals from well experienced and capable tenderers are considered.

Financial bids of shortlisted firms shall be opened on a date to be fixed later and intimated to all short-listed tenderers ( who qualify the qualification process and their Technical Proposal is found technically acceptable ) to enable them to be present in the opening if they so wish. BMRCL will notify all successful tenderers to attend the opening of the Financial Proposal. The Financial Proposals will then be opened in front of the tenderers who choose to be present and the prices announced. If there are any arithmetical errors, the same will be corrected. In case of two or more Bidders having the same lowest quoted price, the successful bidder will be decided based on combination of financial and technical ability.

## 8.0 AWARD OF CONTRACT

8.1 Prior to the expiration period of proposal validity/ extended validity, the Employer will notify the successful bidder among the qualified bidders in technical evaluation, in writing by registered letter, cable telex or facsimile. **BMRCL is not bound to award the Contract to the lowest tenderer or to accept any tender and reserves its rights without incurring any liability to any tenderer. BMRCL will not provide reasons for acceptance or rejection of any offer or part thereof.**

8.2 BMRCL will issue a Letter of Acceptance to the successful tenderer after negotiations, if required. This letter along with written acknowledgement of the successful tenderer shall constitute contract between the tenderer with Employer, till signing of formal agreement and the tenderer shall commence work immediately thereafter.

8.2.1 Tenderer shall acknowledge by facsimile/ post/courier the receipt of Letter of award and confirm the acceptance of the proposal

8.3 Within thirty days from the date of issue of the Letter of Acceptance, the successful tenderer will be required to execute the Contract Agreement for the Detailed Design Consultancy (DDC) services.

8.4 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of twenty days from the date of issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarised by notary public and stamped by the Indian Embassy/High Commission)

8.5 **The location of work for the DDC shall be in Bangalore only. To have speedy and effective coordination, DDC must establish its office/branch office with full composition of staff along with the project Leader at Bangalore for the performance of the contract.**

## 9.0 PERFORMANCE GUARANTEE

9.1 The successful tenderer shall furnish Performance Guarantee for an amount equivalent to 10% of the Contract Price (including all reimbursable expenses, travel expenses, taxes and provisional sums) in the form of a Bank Guarantee issued by an Indian Scheduled Commercial Bank (excluding co-operative bank ) acceptable to BMRCL.

9.2 The pro-forma for the Guarantee is at Appendix B 1. The Performance Guarantee should be submitted by the DDC within twenty one days from the issue of Letter of Acceptance so as to facilitate for signing of the Agreement within thirty days from the issue of Letter of Acceptance.

9.3 The Performance Guarantee shall be valid at least up to 6 months after commencement of commercial operation of the entire network covered under the DDC or 30 September, 2012 whichever is later.

**10. CLARIFICATIONS**

- 10.1 Every effort will be made to provide CLARIFICATION to tenderers who have requested in writing. Such requests will be entertained up to 12 May, 2008. However, requests for additional information, and any delay in providing information is entirely at tenderer's risk, and shall not be considered as a reason for late

delivery of tenders or a reason for delaying the submission of tenders by the stated date.

- 10.2 Any information provided by BMRCL that is not given in writing in response to request for additional information, shall not be considered by BMRCL and shall not be accepted as a reason for late delivery of tenders or a reason for delaying the submission of tenders by the stated date.

**11. DATE OF COMPLETION**

- 11.1 The Date of Completion of the services shall be as indicated in clause 14 of General Conditions of Contract:

**12. TENDER PREPARATION COSTS**

- 12.1 Costs associated with the preparation of the Proposal by tenderer will not be reimbursed.

**13. REJECTION OF TENDERS**

- 13.1 BMRCL may reject the tenders that are considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:

- Incorrect or Fraudulent Power of Attorney.
- Incorrect or Fraudulent "Tender Security Amount."
- Tender Guarantee is "called-in" by BMRCL.
- Qualifications requirements relating to the Proposal.
- Deviations relating to the Scope of Work.
- Incomplete "Technical Proposal".
- Incomplete "Financial Proposal".
- Major inadequacies in the technical offer.
- Tenderer requires an increase in Tender Offer price during negotiations.
- Failure to sign the Contract Agreement within the time limit given by BMRCL.
- Failure to provide the Performance Guarantee.

- 13.2 Successful tenderer will be advised of the result of their application. It should be noted however, that neither BMRCL nor their General Consultant will discuss any aspect of the evaluation process, nor the result of the evaluation.

- 13.3 In the event of conflict between documents submitted by the tenderers, the material contained in the original set only will prevail.

- 13.4 Tenderers will not be considered if they make misleading or false representations in statements attachments submitted in proof of the qualification requirements.

- 13.5 Tenderers will not on their own provide additional informations or materials subsequent to the date of submission and such materials if submitted will be disregarded and BMRCL will not entertain any dispute or claim in this behalf. However BMRCL reserves the right to seek additional information/clarifications/documents as may be required for assessing the capabilities of the tenderers & the tenderer is bound to furnish such information.

- 13.6 BMRCL will reject the proposal for award if it determines that the tenderer recommended for award has

engaged in corrupt or fraudulent practices in competing for the present contract. Similarly BMRCL will recognize a tenderer as ineligible for a period determined by BMRCL if it at any time determines that the tenderer has engaged in corrupt or fraudulent practices in executing work covered in this tender.

13.7 Contact details of BMRCL for any clarifications:

Mr. Dani Thomas, Chief Engineer (EW)

danithomas@bmrc.co.in

**Phone. No.**.....080 – 22969205 , 22969300 , 22969301

**Fax** ..... 080 – 22969222

## TENDER NO: BMR-DDC-TRACK 1

### QUALIFYING REQUIREMENTS

#### 14.0 QUALIFYING REQUIREMENTS.

**The qualifying requirements are as under:**

The tenderer shall have proven track record of detailed design consultancy services in trackwork design for electrified rapid rail system/metro rail system, having experience in ballastless (direct fixation) and ballasted rail fastening system design, and also in geometric design of alignments in urban/metropolitan corridor. The Consultant must have at least 10 years experience in last 15 years. The last 15 years shall be counted forward from 1992. The tenderer must also satisfy the eligibility criteria stated below for further evaluation and selection.

- i. No member of the GC consortium to BMRCL is permitted to take part in the above tender.
- ii. The applicant may be an individual or partnership firm or a company registered under the relevant applicable laws or a Joint Venture/Consortium.
- iii. In case of a Foreign Company, it should be registered / incorporated under relevant legislation and certificate of incorporation shall be furnished. It shall also enclose all required approval / permissions from RBI/FEMA.
- iv. Eligibility:
  - (a) The applicant shall have proven track record of Detailed Design involving Trackwork design for electrified Rapid Rail System, consisting of ballasted and ballastless track system, and also having experience in geometric design of rapid rail transit in urban/metro rail system consisting of ballastless/direct fixation track design. The applicant must have experience on a single representative project of minimum 5 km in length, or two projects of length not less than 3 km each. Client reference and certificate must also be enclosed in support of the claimed credential. BMRCL reserves the right to verify such documents/certificates.
  - (b) Detailed Design Consultants/tenderers who have carried out detailed design for "Design and Construct" contractors, are also eligible to apply provided they satisfy eligibility criteria. Such tenderer shall submit necessary documents/certificates from such "Design & Construct " contractors. However BMRCL reserves the right to verify such documents / certificates.
  - (c) The tenderer must have a minimum average annual turn over of Rs. 30 million (US\$ 0.75 million) from 'design consultancy services during the last five (5) accounting years.

**NOTES:**

- i) "Design" appearing in these documents means "detailed design" of trackwork, related to civil and

alignment engineering side of the 3<sup>rd</sup> rail electrified rapid rail transit system of BMRCL.

- ii) In case of JV/Consortium, at least one of the members must satisfy criteria (a) above.
  - iii) In case of (c) above, percent participation of each member in the JV/Consortium will be taken into account.
- v. Application must contain the following details and documents :-
- a. Name, address (Including telephone nos./fax nos./ email address etc.) & registration details of the tenderer with names of Proprietors, Directors and Company Profile of Consultant - (Annexure- 1).
  - b. Name, address including telephone nos./ fax nos., email address etc. of the contact person i.e. Company Profile of Consultant -(Annexure- 1)
  - c. Previous Experience/Qualifying Experience (Annexure- 2 & 2A)
  - d. Copy of the audited balance sheet of the firm for last 5 accounting years and information duly filled up as per Annexure- 4.
  - e. Copy of annual report of the firm for last 5 years
  - f. Annual turnover of the tenderer's 'Design Consultancy Services only' duly notarised for the last 5 years. (Annexure- 4)
  - g. List of Detailed Design of alignment plan and profile geometry, ballasted and ballastless rail fastening system, etc. carried out in last 15 years, scope of services rendered, details of man months inputs provided, value of services rendered along with photocopies of completion certificates from Client/Employer (including name and address) (Annexure- 2 & 2A)
  - h. Proposed Organisation Chart and Key personnel proposed along with their qualifications and experience details. Proposed Key personnel must satisfy the requirements as detailed in (Annexures- 5 & 6) and
    - The proposed project leader for providing consultancy services must have minimum 10 years experience in detailed design of civil work related to rail transit work including alignment geometry design of rapid rail/metro rail system in urban/metropolitan corridor, having ballasted and ballastless trackwork design, etc. for electrified rapid rail system.
    - The proposed Principal Track Alignment Engineer must have minimum 5 years direct experience in detailed design of civil work including alignment geometry of rapid transit system/ metro- rail system, HRT and/or LRT in urban/metropolitan corridor. He/She must be proficient in AutoCAD and/or MicroStation platform, and also in MxRail programs to do the geometric design of the alignment – horizontal and vertical design.
    - The proposed Ballastless/Direct Fixation (DF) Track Design Engineer must have minimum 7 years direct experience in DF rail fastening design and specification writing experience.
    - CAD Engineer/Drafter must have minimum 5 years experience in the preparation of plan and profile, cross sections, details etc. related to major rail transit/highway projects.
    - Principal Track Alignment Engineer and DF Track Design Engineer must be present in Bangalore project office throughout the duration of the design of the alignment and rail fastening system.
  - i. Software capabilities for handling various elements of the services
  - j. Details of offices in Bangalore / India along with the details of similar consultancy works carried out in India. ( Annexure- 1)

- k. Present workload and commitments for next 2 years (all consultancy works) indicating amount and type of works, country/city of location and list of experts deployed along with name and address of Client/Employer. **(Annexure 3)**
- l. Bankers / Banking References ( Annexure 1)
- m. Any other details to demonstrate the tenderer's relevant capability.
- n. Certificate for non engagement of middlemen (Annexure 7)
- o. Bids /offers from tenderer who has history of litigation/arbitration shall not be considered.
- p. Verification Statement ( Annexure 9 )
- q. Tenderers' declaration ( Annexure 10 )
- r. Tenderers not furnishing complete & precise information asked in the annexure or elsewhere are liable to be rejected.