

TENDER NOTICE NO.

GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007

NOTICE INVITING TENDERS

BANGALORE METRO RAIL CORPORATION. (BMRCL)

Our Ref:

Date:

TO

FROM:

BMRCL

3RD FLOOR, BMTC COMPLEX
KH ROAD, SHANTHINAGAR
BANGALORE – 560 027

**Sub: Detailed Design Consultancy Services for 5 Stations in Section R4
(KR ROAD – RV ROAD TERMINAL) for Bangalore Metro Rail Project Phase 1**

Notice Inviting Tenders for Tender Notice No.

GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007

BMRCL invites Tender for **Detailed Design Consultancy Services** for Five Stations vide tender notice no. **GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007**. The details of the tender are as follows :

TENDER NO.	DDC/EW/ST-R4-1
NAME OF WORK	Detailed Design Consultancy Services for 5 Stations in Section R4 for Bangalore Metro Rail Project Phase 1
SECTION	Section R4 (KR ROAD – RV ROAD TERMINAL)
NAME OF STATIONS	KR Road, Lalbagh, South End Circle, Jaya Nagar, RV Road Terminal
COST OF TENDER DOCUMENT	Rs. 25000 (Twenty Five Thousand) only
TENDER SECURITY AMOUNT	Rs. 450000 (Four Lakhs and Fifty Thousand) only
DATE OF ISSUE OF TENDER DOCUMENT	08.10.2007 to 22.10.2007
PRE BID MEETING TO BE HELD ON	23.10.2007
LAST DATE OF SUBMISSION OF TENDER DOCUMENT	06.11.2007 (to be submitted in person only)

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 for the **Detailed Design of Five stations (including viaduct portion within the station and transition span on either side of the station)** as detailed below for Bangalore Metro

Bangalore Metro Rail Corporation

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:

- **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 – General Planning Criteria**
- **Appendix D – Typical Station Drawings and Land Plans for Stations**
- **Appendix E - Financial Package**

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

TENDER NOTICE NO.**GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007****INSTRUCTIONS TO TENDERERS****1.0 PROPOSAL**

1.1 BANGALORE METRO RAIL CORPORATION. (BMRCL) invites Lump Sum Tenders in two packages for providing Detailed Design Consultancy Services (Contract No. GC/BMRCL DDC /STATIONS /TENDER/ES-18/2007) for Five stations (including viaduct portion with in the station and transition span on either side of the station) as detailed below for Bangalore Metro Rail Project :

Sl. No.	Tender No.	Stations
1	DDC/EW/ST-R4-1	KR Road, Lalbagh, South End Circle, Jaya Nagar, RV Road Terminal

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

- 1.2 The tender can be submitted either as an Individual or partnership firm or Joint Venture members, or a company registered under provision of Companies Act 1956 or Consortium members herein after referred to as ‘Group’.
- 1.3 In case of Joint venture / Consortium :-
- The proposal should clearly state that all the group members in a joint venture / consortium will be jointly and severally responsible for the due performance under the consultancy services contract. It should also state which member of the joint venture, consortium or partnership will be acting as “lead member” on behalf of the joint venture, consortium or partnership in all its relations and communications with BMRCL.
 - A detailed Memorandum of Understanding (MOU) between the members of the joint venture, consortium stating the inter-relationship and division of work among the members and percent participation of each member should be submitted along with the tender for examination by BMRCL. Powers of Attorney from each member shall authorise the lead member to submit the tender and to negotiate the proposal on their behalf.
- 1.4 It should be noted that if any member of the group combines the functions of a consultant or designer with those of a contractor and/or manufacturer, all relevant information must be provided regarding such relationship, along with an undertaking to the effect that the member agrees to limit their role to that of a consultant and/or designer and to disassociate themselves, their associates/affiliates and/or parent firm 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 group member intends to borrow, hire temporarily, personnel from contractors, manufacturers or suppliers, the applicant must include in their proposal all relevant information about such personnel. In such case, the applicant 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 MAY BE CLEARLY UNDERSTOOD AND NOTED THAT :-**
- a) **THE TENDER NOTICE GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007 COVERS THREE TENDERS (i.e. DDC/EW/ST-R2-1, DDC/EW/ST-R3-1 and DDC/EW/ST-R4-1).**
- b) **THE TENDERERS CAN SUBMIT THEIR OFFER FOR ANY NUMBER OF TENDERS AS DETAILED ABOVE. HOWEVER A TENDERER WILL NOT BE AWARDED MORE THAN ONE TENDER FOR WHICH TENDERS HAVE BEEN ISSUED AS PER TENDER NOTICE ABOVE.**
- 1.7 Each Tenderer and all of its associates (if any) and all the members of the 'Group' in case of consortium / joint venture 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 8.
- 2. TECHNICAL PACKAGE (VOL I & VOL II)**
- 2.1 The **“technical package cover”** should be clearly labelled **“TECHNICAL PACKAGE”** and will comprise the following:
- Attested copy of Power of Attorney in favour of the person to enable him to sign and submit the Tender.
 - Power of Attorney from each member in favour of the person signing and submitting the Tender,
 - Qualifying Requirements duly filled up the details as needed in the proforma.
 - The Memorandum of Understanding MOU (See Clauses 1.2 and 1.3) for the consortium or joint venture in case of more than one member.
 - 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 each package (quoted by tenderer) separately .
 - 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).

- The details of the name, background and CV of sub-contracted staff, if any, with their consent letter who will be employed on the project.
- The names and addresses of any firm who may be given sub-contracts to perform topographical or geo-technical surveys, or any other work together with details of their experience in Bangalore and other areas.
- The details of equipment and laboratory facilities with such subcontractors shall be provided.
- Details of design facilities, together with their location.

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.

3. FINANCIAL PACKAGE (VOL III)

3.1 The “ **Financial package cover** “should be clearly labelled “**FINANCIAL PACKAGE**” and will comprise of the Financial Proposal only.

3.2 The **financial proposal**, which is **enclosed at Appendix E** in this volume of the Tender Document , should be separately completed and submitted in a separate sealed envelope. The Lump Sum prices entered in the Form of Tender and in Appendix E 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) .The price quoted will cover remuneration for staff, transportation, site visits, equipment, printing of documents, surveys, etc. Your financial proposal should be prepared by using, but not limited to, the formats attached in the Appendices – E1, E2, E3.

3.3 The Tenderer may quote for any number of tenders covered in present tender notice if he chooses to take part in more than one tender. However the instructions contained in para 1.6 above may be referred in this regard. The quoted price should cover all activities as laid down in Appendices A, B, C & E (**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 station Buildings.

3.4 **The tenderer may quote for more than one tender covered in the present tender notice but the work will be awarded as envisaged in para 1.6 above. In such cases, no ‘pick and choose of the tenders by the tenderer will be permitted’’. 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**

3.5 All costs shall be quoted in Indian Rupees.

3.6 All payments shall be subject to deduction of tax at source in accordance with the provisions of the Indian I T- Act and any other law applicable in the State of Karnataka.

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 or First Class Foreign Bank (if it is confirmed by a Nationalised Bank in India) acceptable to BMRCL. A sum of Rupees Four lakh and Fifty thousand only (Rs. 450000) 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.
- 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 sumarily 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 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
 - failure to enter into contract within the time limit

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

GENERAL CONSULTANTS TO
BANGALORE METRO RAIL CORPORATION. (BMRCL)
3rd Floor, BMTC Complex
K H Road, Shanthinagar
Bangalore – 560 027

between 10.30 hrs and 15.00 hrs (IST) on 06.11.2007 (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.
- 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 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 labelled 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 & 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 Notice No., 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 Vol 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 shall be duly superscribed

(i) the address of the Employer as follows

Bangalore Metro Rail Corporation Limited, 3RD floor,

BMTC complex, K.H. Road, Shantinagar, Bangalore 560027

(ii) 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 the GC / BMRCL for the opening out of the envelopes due to wrong/ bad/ deficient sealing or marking or other causes contrary to the aforesaid instructions.

5.8 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 GC / 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 Annexure –9. The “Financial Package” of the eligible tenderers will be placed in a secure box and held by GC / BMRCL to be opened later.

5.8.3 Financial package shall be evaluated of only those tenderer(s) who qualifies the qualification requirements and Evaluation criteria as detailed in Annexure-9 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 Annexure-9 will be returned unopened.

5.8.5 The GC / 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 GC/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 'incomplete', his tender will be considered to be non-compliant and will be rejected.** Successful tenderers will be advised by GC / BMRCL. This process is to ensure that only technically acceptable proposals from well experienced and capable tenderers are considered. The Evaluation criteria is defined in Annexure 9.

The Financial Proposals of those tenderers shall be opened who qualify the qualification process and their Technical Proposal is found technically acceptable. 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.

8.0 AWARD OF CONTRACT

- 8.1 After the financial evaluation of the tender, GC/BMRCL will establish the lowest tenderer for the tenders under consideration. 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. The issue of the Letter of Acceptance shall constitute the formation of the Contract, and the tenderer shall commence work immediately thereafter.
- 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)

- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating (in case of Group / Consortium / JV)
- Percentage Participation of each member / partner
 - Joint and several liability of the partners

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 at Bangalore for the performance of the contract, if they don't have at present.**

9.0 PERFORMANCE GUARANTEE

9.1 **The Performance Guarantee will be 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 or First Class Foreign Bank (if it is confirmed by a Nationalised bank in India) and acceptable to BMRC.**

9.1 The pro-forma for the Guarantee is at Appendix B 1. The Performance Guarantee should be submitted by the DDC within twenty 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.

9.2 The Performance Guarantee should be valid at least up to 12 months after all structures in the scope of work are put to use for commercial operations. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended at the Tenderer's cost.

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 22.10.07. 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 GC / BMRCL that is not given in writing, in response to request for additional information, shall not be considered by GC / 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
- Major inadequacies in the technical offer.
- Tenderer requires an increase in Tender Offer price during negotiations
- Failure to sign the Contract Agreement
- Failure to provide the Performance Guarantee.

A PRE BID MEETING IS FIXED ON 23.10.07 IN THE OFFICE OF BMRCL/GENERAL CONSULTANTS AT 14:30 hrs IST FOR CLARIFYING ANY DOUBTS TO PROSPECTIVE TENDERERS.

- 14.0** 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.
- 14.1** In the event of conflict between documents submitted by the tenderers, the material contained in the original set only will prevail.
- 14.2** Tenderers will not be considered if they make misleading or false representations in statements attachments submitted in proof of the qualification requirements.
- 14.3** 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 informations.
- 15.0** **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.**
- 16.0** Contact details of BMRCL for any clarifications:
Mr.N.P. Sharma, Chief Engineer (Design & Contract)
sharmanp@bmrcl.co.in
npramya@gmail.com
- Phone. No. 080 – 22969354 , 22969300 , 22969301
Fax 080 - 22969222
- 17.0** It is desirable to have Architects who are aware of & conversant with the locale heritage and aesthetics of Bangalore

**TENDER NOTICE NO.
GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007
QUALIFYING REQUIREMENTS**

BMRCCL intends to invite Tenders from qualified Indian and International Consultants or group of experienced consultancy firms i.e. Joint venture/consortium called Group, having experience and proven track record in providing Detailed Design Consultancy Services for Metro Stations included in Tender notice No.GC/BMRCL/DDC/STATIONS/TENDER/ES-18/2007 for Six stations for Phase-I of Bangalore Metro Rail Project, herein after referred to as "applicant/DDC/Group".

- i. Tenderer may apply either as an individual or as a partnership firm registered under Indian partnership Act or a company registered under provision of companies Act 1956 or in Joint Venture or Consortium here in after referred to as "Group". Further, No individual firm will be a member of more than one Group.
- ii. The number of constituents (i.e. individual or partnership firm or company) shall be limited to a maximum of **THREE**. Out of which one constituent should have rendered structural consultancy services while another should have rendered Architectural consultancy Services.
- iii. The applicant should have rendered services in Detailed Design / Proof Checking of Detailed Design (involving Architectural, Structural services) for Elevated / Underground Metro stations (suburban stations not considered) as per the eligible criteria set out in para vi below :
- iv. International group shall have Indian Partner(s) as in (i) above, who have experience in appropriate discipline in executing the contract. Foreign company/Foreign individual should have been authorized to carry out business in India and relevant certificate of incorporation shall be furnished. It shall also enclose all required approval / permissions from RBI/FEMA.

NOTE for i, ii, iii, iv

It may please be noted that the facilities for Structural and Architectural Design must be available in-house whereas for E & M services either the facilities should be available in-house or the tenderer will be required to engage suitable experienced sub-consultant. Documentary evidence in this regard will be required to be submitted in the offer.

- v. The Tenderer should be of National/International repute, capable of carrying out Detailed Design and related services for Elevated / underground Metro Stations (suburban stations not considered) with fully developed "State of the Art" in-house Design capabilities
- vi **Eligibility:**
 - (a) **The Tenderer should have carried out the work involving Station Planning, Detailed Design / Proof Checking of Detailed Design (involving structural, architectural, building services) for at least THREE Elevated/Underground Metro stations during the last 7 years and at least two of these stations should be in operation for at least three months AND they should have carried out the detailed design/ proof checking of prestressed concrete viaduct/bridges/ flyover of not less than 100m continuous length for at least three works in last seven years and they should have been in operation for at least three months. Client reference and certificate must**

also be enclosed in support of the claim.

Note : (1) Detailed Design / Proof Checking of “Suburban Stations” will not be considered as falling under purview of this requirement.

(2) In case of a tenderer who has carried out work involving detailed design for “Design and Construct” ‘contracts, they are also eligible to apply provided they satisfy eligibility criteria. Such consultant shall submit necessary documents/certificates from such “Design & Construct “ contractors. However, BMRCL reserves the right to verify such documents / certificates.

(b) **In case of JV/consortium, at least one member should satisfy with the above requirement, either singly or as a consortium member with a share of not less than 30 % in that JV/ Consortium which carried out the work, Client reference and certificate must also be enclosed in support of the claim. . (The seven years shall be 2000-01,2001-02, 2002-03,2003-04, 2004-05, 2005-06 and 2006-07).**

(c) **The tenderer as a whole must have a minimum average annual turn over of Rs. 35 million (US\$ 0.9 million) from design consultancy services only during the last 5 years (Average turnover in case of a group to be calculated on the basis of participation of each member share in the Joint Venture / Consortium).(The five years shall be 2002-03,2003-04, 2004-05, 2005-06 and 2006-07)**

viii Application must contain the following details and documents in respect of Individual/ each member of the Group :-

- a. Name, address (Including telephone nos./fax nos./ email address etc.) & registration details of the firm with names of Proprietors, Partners and Directors. Company Profile of Consultant/ member of Consortium/JV - **(Annexure- 1)**
- b. Name, address including telephone nos../ fax nos., email address etc. of the contact person i.e. Company Profile of Consultant/ member of Consortium/JV - **(Annexure- 1)**
- c. Previous Experience/Qualifying Experience **(Annexure- 2 & 2A)**
- d. Copy of the audited balance sheet of the tenderer (all the members in case of Consortium / Joint Venture) for last 5 years and information duly filled up in **Annexure- 4.**
- e. Copy of annual report of the tenderer (all the members in case of Consortium / Joint Venture) for last 5 years
- f. Annual turnover of the tenderer only duly notarised (all the members in case of Consortium / Joint Venture) for the last 5 years. **(Annexure- 4)**
- g. List of Planning and Detailed Design / Proof Checking works of Metro stations including track supporting structures within the station carried out during last 7 years (completed) with details such as brief description of the project, type of station (elevated / underground), capacity of the station designed, scope of services rendered, percentage share in case of member of joint venture / consortium, 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
- Should be an employee of the firm for a period not less than 6 months
 - The proposed project leader for providing consultancy services must have experience in Planning / Detailed Design / Proof Checking of Metro station(s)
 - i. Software capabilities for handling various elements of the services (**Annexure- 7**)
 - j. Details of offices in Bangalore / India along with the details of consultancy works (including other than Metro) 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. In case of JV/Consortium, each member shall be thereof jointly and severally responsible for whole performance of the contract obligation and MOU shall clearly indicate roll and responsibility of each member besides Clause relating to jointly and severally responsible. In case the contract is awarded to JV/Consortium a single performance guarantee from lead member may be submitted on behalf of the group. (**Annexure 1**)
 - m. Bankers / Banking References (**Annexure 1**)
 - n. Any other details to demonstrate the consultant's relevant capability.
 - o. Certificate for non engagement of middlemen (**Annexure 8**)
 - p. Bids /offers from firms /companies /associates/JV/consortiums etc. who have history of litigation/arbitration shall not be considered.
 - q. Verification Statement (**Annexure 10**) & Tenderers' declaration - **Annexure 11**
 - r. **Tenderers not furnishing complete information asked in the annexure or otherwise are liable to be rejected.**