

**BANGALORE METRO RAIL CORPORATION LTD.**

(A Joint Venture of GOK &amp; GOI)

3<sup>rd</sup> Floor, BMTC Complex, K.H.Road

Shantinagar, Bangalore-560 027 (India)

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

Email: [contracts@bmrc.co.in](mailto:contracts@bmrc.co.in) Web site: [www.bmrc.co.in](http://www.bmrc.co.in)

RFP No: BMRCL/Phase 2/Reach 6(Elevated)/2015/BCS/1

Dated: 20.11.2015

**BANGALORE METRO RAIL PROJECT, Phase-2****RFP NOTIFICATION**

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites Proposal – **Single stage – Single Envelope** – from the reputed and experienced Consultants (**JV/Consortium Not permitted**) having previous experience in consultancy of similar nature, volume and complexity completed during the last seven years ending **31.03 2015** relating to “**Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition of properties identified in Reach – 6 (Elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase – 2**”

Consultants are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Sl. No	RFP No:	Name of the work	Estimated Fee	Cost of RFP document	Tender Security Amount	Sale of Tender RFP Documents	Date & time for submission of RFP document
			(Amount in INR)				
1	BMRCL/Phase 2/Reach 6 (Elevated)/2015/BCS/1)	Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition of properties identified in Reach – 6 (Elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase – 2.	15.70 lakhs	10,000/- (Rupees Ten Thousand only)	39,250 (Rupees thirty nine thousand two hundred and fifty only)	20.11.2015 to 19.12.2015.	21.12.2015 (from 11.00 hrs. to 15.00 hrs (IST)

- Note:**
- The Tender document will be available for sale from 11.00 to 17.00 hours on all working days
  - The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on submission of the following documents along with a requisition letter:
    - Work completed Certificate/s issued by the client/employer as indicated in Qualification Criteria and duly attested by Notary.
  - Cost of the tender document** is **Rs.10,000/** (Rupees ten thousand only) in the form of a **Crossed Demand Draft** issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of ‘Bangalore Metro Rail Corporation Limited’, **payable at Bangalore.**
  - Mere issue of tender document to the Consultant does not infer that the tenderer has qualified for the award of the work. However, to qualify or otherwise will be decided based on the scrutiny of the documents submitted by the Consultant.
  - The intending Consultants are required to submit all the credentials and information as required in the Tender documents with the requisite Tender Security Amount, as mentioned above at the time of submission of the Tender.

Further details will be available on web site: <http://www.bmrc.co.in/tenders.htm> from 20.11.2015

**General Manager (Contracts)**  
Bangalore Metro Rail Corporation Ltd.

## **Bangalore Metro Rail Corporation Limited**

**RFP No: BMRCL/Phase 2/Reach 6 (Elevated) /2015/BCS-1**

**Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition of properties identified in Reach – 6 (Elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase – 2**

### **SECTION - 1**

### **LETTER OF INVITATION**

**BANGALORE METRO RAIL CORPORATION LIMITED**Ref: **BMRCL/RFP/BCS/R6**

Date:20/11/2015

**TO**


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**FROM**

Managing Director,  
Bangalore Metro Rail Corporation Ltd,  
III Floor, BMTc Complex, K.H.Road,  
Shantinagar, Bangalore – 560 027  
Karnataka State, INDIA

**Sub: Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition of properties identified in Reach – 6 (elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase – 2**

Ref: **RFP No: BMRCL/Phase 2/Reach 6 (Elevated) /2015/BCS-1****LETTER OF INVITATION- SECTION - 1**

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed proposals from the reputed and experienced Consultants for “**Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition of properties identified in Reach – 6 (elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase – 2.**”

**Key Details:**

1	Cost of RFP document	INR 10,000/- (Rupees Ten Thousand only)
2	Estimated Fee for Consultancy	INR 15.70 lakhs (Rupees fifteen lakhs and Seventy thousand only)
3	Tender Security Amount	INR 39,250 (Rupees thirty nine thousand two hundred and fifty only)
4	Sale of RFP documents	20-11-2015 to 19-12-2015 on all working days between 11.00 hrs to 17.00 hrs IST
5	Last date of Seeking Clarification	02-12-2015
6	Pre-bid meeting	01-12-2015 at 11.00 hrs
7.	Venue of Pre bid Meeting	Office of the Bangalore Metro Rail Corporation Limited Third Floor, BMTc Complex KH Road, Shantinagar Bangalore-560027, Karnataka, India
8	Date & time of submission of RFP document.	21-12-2015 from 11.00 hrs to 15.00 hrs
9	Date & Time of opening of RFP document.	21-12-2015 at 15.30 hrs (IST)
10	Period of Completion of Work	<b>3 Months</b> for Submitting final <b>BCS</b> report and <b>12 months</b> for <b>supervision</b> of Dismantling and Demolition works <b>after procuring Dismantling/Demolition Contractor.</b>
11	Approximate Number of Properties	155 nos.

1. **Joint Venture (JV) is not permitted.**
2. Proposals shall be valid for a period of **180 days** from the date of submission of proposal.
3. The proposal documents are sold to those who submits copies of the following documents along with a requisition letter:
  - (i) **Work completed Certificate/s** issued by the client/employer as indicated in Qualification Criteria and duly attested by Notary.
  - (ii) **Cost of the RFP document** is **Rs.10,000/** (Rupees ten thousand only) in the form of a **Crossed Demand Draft** issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of '**Bangalore Metro Rail Corporation Limited**', **payable at Bangalore.**
  - (iii) A preliminary scrutiny of the documents submitted will be done initially while issuing the RFP documents to the Consultant. However, mere issue of RFP document to the Consultant does not infer that the Consultant has qualified for the award of the work. To qualify or otherwise will be decided based on the scrutiny and certificate of the documents submitted by the Consultant on the date of submission of tender.
4. The Consultant shall furnish with his proposal, **Tender Security Amount of Rs 39,250 (Rupees thirty nine thousand two hundred and fifty only)** in the form of a **Crossed Demand Draft** for an above mentioned amount, issued by an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn in favour of '**Bangalore Metro Rail Corporation Limited**', **payable at Bangalore.**
5. The RFP documents are to be submitted by the Consultant un-tampered, duly signed and stamped on each page.
6. Please note carefully the requirements for submitting RFP and the date and time for submittal. The RFP must be received in the office of BMRCL at the address specified above, not later than the date and time noted in Key Details referred above.
7. BMRCL requires that Consultants should observe highest standard of ethics during the preparation and submission of proposal and execution of contracts. BMRCL will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices while competing for the present contract.

**General Manager (Contracts)**  
**Bangalore Metro Rail Corporation Ltd**

**SECTION - 2**  
**INSTRUCTION TO CONSULTANTS**

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**INSTRUCTIONS TO CONSULTANTS (ITC)****A. GENERAL****1.0 INTRODUCTION:**

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed proposal (**Single stage – Single envelope**) from eligible Consultants for the work mentioned below.

**Name of the Work:** “**Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition of properties identified in Reach-6 (elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase – 2**”

1.2 Interested Consultants may apply as a sole Consultant or as an Individual Firm, or as a Limited Company.

**2.0 ELIGIBILITY REQUIREMENTS:**

This Invitation to Consultant is open to only those agencies that fulfil the minimum Qualification Requirement as prescribed in Qualification Criteria (Section – 3).

2.1 The Consultants shall prepare and submit, Qualification details together with required documents prescribed in Form of Proposal.

2.2 Each Consultant shall submit **only one proposal**.

2.3 Conflict of Interest:

The firm participating in bidding **shall furnish the certificate** stating that 'none of the key personnel and support staff of the firm involved in the assignment have direct or indirect interest in the land/structure and other properties proposed to be acquired and demolition under taken. The personnel owning such properties or personnel whose family or relatives or business partner or close associates owning such property should not be engaged in this assignment. None of the Key personnel and support staff, firm or associates firm shall participate in demolition work proposed to be under taken through separate civil contracts.

**2.4 All Consultants are to note the following:**

- a. In the case of a successful Consultant, the Form of Contract Agreement shall be signed so as to be bound legally.
- b. The successful Consultant is responsible for the execution of the Contract till the completion of work.
- c. In the event of default by the Consultant in the execution of the contract, Employer reserves the right to terminate the contract.
- d. To qualify for award of Contract, the Consultants shall submit a written power of attorney authorizing the signatory (ies) of the RFP to commit the Consultant.
- e. Each page of RFP document including Addendum, Corrigendum, etc., if any, shall be signed by the authorized signatory.
- f. Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the RFP/contract shall be communicated forthwith in writing by the Consultant to the Engineer and the Employer.
- g. Consultant will be required to confirm and declare in the RFP submittal that, they have not engaged in any fraudulent and corrupt practices and 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. Further, BMRCL will declare a firm ineligible, either indefinitely or for a stated period of time, for any BMRCL contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a borrowed financed contract in general.

- h. Consultant will be required to confirm and declare in the RFP submittal to that effect that in case they are successful Consultant, they will be deploying at least the proposed resources, personnel throughout the contract period as provided in the RFP submittals. Non-deployment/compliance to the RFP submissions by the Consultant may lead to remedial action in accordance with the contract and also debar the Consultant from participating in BMRCL RFPs in future.
- i. The details of properties under notification will be given to successful consultant.
- 3.0 COST OF TENDERING:** The Consultant shall bear all costs associated with the preparation and submission of his RFP.
- 4.0 SITE VISIT:** Any site information given in this RFP document is for guidance only. The Consultant is advised to visit and examine and shall be deemed to have inspected the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself all information that may be necessary for preparing the RFP and entering into a Contract. The traffic diversions if required will be planned by the Consultant in consultation with traffic police.

## B. RFP DOCUMENTS

### 5.0 CONTENTS OF RFP DOCUMENTS:

- 5.1 The RFP Documents as listed below have been prepared for the purpose of inviting RFPs for Proposed Building Condition Study, Structural analysis, submission of reports and supervision of partial/full demolition/dismantling of properties identified in Reach–6 (elevated) from Gottigere to Swaghat Road Cross of Bangalore Metro Rail Project, Phase–2 in connection with *RFP No: BMRCL/Phase 2/Reach 6 (Elevated) /2015/BCS-1* of the Bangalore Metro Rail Project and as more particularly described in those documents.

Technical and Financial Package		
<b>Technical Proposal</b>		
1		RFP Notification
2	Section : 1	Letter of Invitation (LOI)
3	Section : 2	Instruction to Consultants (ITC)
4	Section : 3	Qualification Criteria (QC)
5	Section : 4	Form of RFP
6	Section : 5	Terms of Reference
7	Section : 6	Reference Drawings
<b>Financial Proposal:</b>		
8	Section : 7	Financial Proposal

- 5.2 The Consultant is expected to examine carefully all the contents of the RFP Documents and take them fully into account before submitting his Proposal. Failure to comply with the requirements as detailed in these documents shall be at the Consultant's risk. RFPs, which are not responsive to the requirements of the RFP documents, will be rejected. Please note that the soft copy of the RFP document will not be provided.
- 6.0 CLARIFICATION ON RFP DOCUMENTS**
- 6.1 While all efforts have been made to avoid errors in the drafting of the RFP documents, the Consultant is advised to check the same carefully and seek clarifications within scheduled period only. No claim on account of any errors detected in the RFP documents shall be entertained.
- 6.2 A Consultant requiring any clarification of the RFP documents including any error or mismatch in the RFP documents, may notify the General Manager (Contracts) in writing at the mailing address indicated in NIT. The Employer will respond in writing to any request for clarification received in writing from Consultants prior to dead line. Written copies of the response of the BMRCL will be sent to all prospective Consultants who have purchased the RFP documents.

## 7.0 AMENDMENT TO RFP DOCUMENTS

During the RFP period, the Employer may issue further instructions to Consultants or any modifications to existing RFP documents in the form of an addendum. Such an amendment in the form of an addendum will be sent in writing or fax to all prospective Consultants, who have purchased the RFP document in the RFP period.

Without prejudice to the order of preference the provisions in such addenda shall take priority over the Letter of Invitation and RFP Documents issued previously. Consultants should acknowledge receipt of such addenda and list them in the RFP submittal.

In order to afford prospective Consultants reasonable time for preparing their proposals after taking into account such amendments, the Employer may, at his discretion, extend the deadline for the submission of proposals in accordance with Sub-clause 18 of Instructions to Consultants.

## C. PREPARATION OF RFP

**8.0 LANGUAGE OF RFP: The Proposal, as well as all related correspondence exchanged by the Consultants and the BMRCL, shall only be in English. All reports prepared by the contracted Consultant shall also be in English.**

**9.0 DOCUMENTS COMPRISING THE RFP:** The proposals (all documents as described in ITC Clause 5.1) are to be submitted by the due date in accordance with Clause 17.1 of Instruction to Consultants.

## 10.0 CONTRACT PRICE

The Contract shall be for the whole works as described in scope of work, Reference Drawings, Specifications and Bill of Quantities. The Consultant shall fill in rates/prices for all items of Works/Section described in the Pricing Document. Corrections if any shall be made by crossing out, initialing, dating and rewriting.

10.1 The Consultant is to quote percentage i.e. (above or below or Par Value) for all the sections as per RFP Document.

10.2 It is indicated that if the Bid of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract i.e.  $\pm 15\%$  of the estimated value, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 31 be increased and an additional performance security may be obtained at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer. The amount of the additional increased performance security shall be 10% of the amount considered unbalanced by the Employer will be binding on the tenderer. If the tenderer expresses unwillingness to this condition, his tender will be rejected.

10.3 The Consultant shall keep the contents of his RFP and percentage rates quoted by him confidential.

10.4 The Consultant should quote his percentage rates inclusive of all taxes, duties, royalties, etc. The successful Consultant shall maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer for record.

**11.0 CURRENCIES:** Consultants have to submit their offer in **Indian Rupees (INR)**.

## 12.0 PROPOSAL VALIDITY

12.1 The Proposal shall remain valid and open for acceptance for a period of **180 days** from the Last date of submission of Proposal as indicated in Letter of Invitation (LOI).

12.2 In exceptional circumstances, prior to expiry of the original Proposal validity period, the Employer may request the Consultants for a specified extension in the period of Validity in writing. A Consultant may refuse the request without forfeiting his Tender security. A Consultant agreeing to



the request, shall not be required or permitted to modify his Proposal but will be required to extend the validity of his Tender security correspondingly.

### 13.0 TENDER SECURITY

- 13.1 The Consultant shall furnish with his Proposal, **Tender Security Amount** in the form of a **Demand Draft for Rs. 39,250 (Rupees thirty nine thousand two hundred and fifty only)** in favour of Bangalore Metro Rail Corporation Ltd, **payable at Bangalore** from an Indian Scheduled Bank (excluding Co-operative banks) or from a Schedule Bank as defined in Section 2 9e) of RBI Act 1934 read with Second Schedule. Any Proposal not accompanied by an acceptable Tender security will be summarily rejected.
- 13.2 The Tender securities of unsuccessful Consultants shall be discharged/returned by the Employer as promptly as possible as but not later than 30 days after the expiration of the period of Proposal validity.
- 13.3 The Tender security of the successful Consultant shall be returned upon the Consultant executing the Contract Agreement after furnishing the required performance guarantee for performance, as per the Contract.
- 13.4 The Tender security shall be forfeited:
- a. if a Consultant withdraws his proposal during the period of Proposal validity, or
  - b. if the Consultant does not accept the correction of his quoted price in terms of Clause 26.0, or
  - c. in the case of a successful Consultant, if he fails to:
    - i. Furnish the necessary performance guarantee for performance.
    - ii. Enter into the Contract within the time limit specified.
- 13.5 **No interest** will be payable by the Employer on the Tender security amount cited above.

### 14.0 DELETED.

- 15.0 **PRE-BID MEETING:** Pre-Bid meeting will be held on **01.12.2015** at 11:00 Hrs. in the Office of the BMRCL at Bangalore.

### 16.0 FORMAT AND SIGNING OF PROPOSAL:

- 16.1.1 If the Proposal is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.1.2 If the Proposal is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Proposal. Alternatively, it shall be signed by all the partners.
- 16.1.3 If the is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the
- 16.2 All amendments/corrections/overwriting shall be initialed by the person or persons signing the RFP Document.
- 16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

## D. SEALING AND SUBMISSION OF PROPOSAL

### 17.0 SEALING AND MARKING OF PROPOSAL

- 17.1 **The Consultant shall submit the Proposal in person on the date given in the Letter of Invitation to Consultant, sealed Single envelope containing Tender Security, Technical and Financial Package (ALL IN ORIGINAL) clearly marked with the name of Consultant, time and date for submission and time and date for opening super scribed as:**  
**“RFP No: BMRCL/Phase 2/Reach 6 (Elevated) /2015/BCS-1”**

For submission of the Proposal, Consultant(s) shall assign person(s) in writing. Reference Drawings if any are also required to be submitted in Original along with the RFP documents.

- 17.2 No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a RFP, not sealed or marked as per aforesaid instructions.

## 18.0 SUBMISSION OF PROPOSAL

- 18.1 The Proposal should be submitted at the following address during the time and the date for submission.

### **The General Manager (Contracts)**

BMRCL, Third Floor,  
BMTCL Complex,  
KH Road, Shantinagar,  
Bangalore-560 027,  
Karnataka, India,

The Employer/Engineer may, at his discretion, extend this date for the submission of Proposal by amending RFP Documents in which case all rights and obligations of the Employer and the Consultant previously subject to the original date shall thereafter be subject to the new deadline as extended. (If such nominated date for submission of Proposal is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of Proposal).

- 19.0 **LATE PROPOSALS:** No Proposal will be accepted after the closing time on the specified submission date.

## 20.0 DELETED

## E. OPENING AND EVALUATION OF PROPOSAL

### 21.0 PROPOSAL OPENING

- 21.1 On opening of the RFP envelope, it will be checked whether it contains Tender Security amount as required and Technical and Financial document. The Tender security amount will be checked for its adequacies in accordance with Clause 13 of ITC. The **Tender Security Amount** should be payable at **Bangalore at the designated Branch only**, failing which, it may be rejected.
- 21.2 The Consultants name, the presence or absence of the requisite Tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of opening of the Proposal.
- 21.3 Further, the Qualification Criteria of the Technical proposal of the Consultants will be examined to see, if they are complete, whether the documents are in order. Detailed Evaluation of Technical Proposal will be carried out later.
- 21.4 After reading out the qualification criteria, the rates quoted will be read out in the presence of qualified consultants or their representatives who chose to attend in BMRCL Office. Bid Prices as quoted shall be read out by the Nominated Officials of the BMRCL and recorded. **Mere being the lowest bidder financially does not qualify for the award of the work. He should fulfill all the conditions as per qualification criteria which will be evaluated in detail later.**

### 22.0 PROCESS TO BE CONFIDENTIAL

- 22.1 Except the public opening of Proposal, information relating to the examination, clarification, evaluation and comparison of proposals and recommendations concerning the award of Contract shall not be disclosed to Consultants or other persons not officially concerned with such process.
- 22.2 Any effort by a Consultant to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of proposals and in decisions concerning award of contract, may result in the rejection of the Consultant's Proposal.

### 23.0 CLARIFICATION OF DOCUMENT

- 23.1 Employer may ask for clarification at any stage of evaluation of the proposal. Technical evaluation of technical packages submitted by Consultants shall be undertaken based on details submitted in

the technical package only. No clarification/additional information in this regard will be sought from Consultants. Employer reserves the right to ask any clarification from Consultants for details submitted with technical package, if it so desires during the technical evaluation.

- 23.2 To assist in the examination, evaluation and comparison of Financial Package, the Engineer/Employer may ask Consultants individually for clarification of their proposals, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the Proposal shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of proposals in accordance with Clause 25.0 herein.
- 23.3 **Delay/refusal to the request for clarification as referred in the above Para 23.1 and 23.2 may result in the rejection of the Proposal.**

#### **24.0 DETERMINATION OF RESPONSIVENESS**

- 24.1 Prior to the detailed evaluation of proposals, the Employer will determine whether each proposal is responsive to the requirements as stipulated in the RFP.
- 24.2 For the purpose of this Clause, a responsive proposal is one, which conforms to all the terms, conditions and specifications of the RFP documents without material deviation or reservation which include exceptions, exclusions & qualifications.
- 24.3 If a proposal is not substantially responsive to the requirements as stipulated in the documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Consultant by correction or withdrawal of the non-conformity or infirmity. His proposal will be rejected.
- 24.4 The decision of the Employer as to which of the proposals are not substantially responsive shall be final.

#### **25.0 EVALUATION OF PROPOSAL**

- 25.1 The evaluation of Financial Package by the Employer will take into account, in addition to the quote made by the Consultants amounts, the following factors:
- a. Arithmetical errors corrected by the Employer.
  - b. Such other factors of administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 25.2 Offers, deviations and other factors which are in excess of the requirements of the Proposal documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in evaluation of the Proposal.

#### **26.0 CORRECTION OF ERRORS**

- 26.1 Proposals determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors, in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:
- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- 26.2 If a Consultant does not accept the correction of errors as outlined above, his proposal will be rejected and the Proposal security forfeited.

#### **F. AWARD OF CONTRACT**

##### **27.0 AWARD CRITERIA**

- 27.1 Subject to Clause 25.0, the Employer will award, the Contract to the Consultant, who meet Qualification and Eligibility criteria and whose proposal is responsive, complete and in accordance with the RFP documents, after evaluating Technical and Financial documents.

The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in the RFP document are still being met by the Consultant whose offer has

been determined to be the lowest evaluated proposal. A proposal shall be rejected if the qualification criteria as specified in the RFP document are no longer met by the Consultant whose offer has been determined to be the lowest evaluated proposal. In this event the Employer shall proceed to the next lowest evaluated proposal to make a similar reassessment of that Consultant's capabilities to perform satisfactorily.

## **28.0 EMPLOYER'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS**

28.1 Notwithstanding Clause 27.0, the Employer reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals, at any time prior to award of Contract, or to divide the Contract between/amongst Consultants without thereby incurring any liability to the affected Consultant or Consultants or any obligations to inform the affected Consultant or Consultants of the grounds for Employer's action.

## **29.0 NOTIFICATION OF AWARD**

29.1 Prior to the expiry of the period of validity of the proposal prescribed by the Employer, the Employer will notify the successful Consultant in writing that his proposal has been accepted. This letter (hereinafter called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Consultant, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful CONSULTANTS.

29.2 The Letter of Acceptance will constitute a part of the contract.

29.3 Upon "Letter of acceptance" being signed and returned by the successful Consultant as per Clause 29.1 above, the employer will promptly notify the unsuccessful Consultants and discharge/return their Tender Security Amount.

## **30.0 SIGNING OF AGREEMENT**

30.1 The successful Consultant shall submit the following documents within 15 days from the date of issue of Letter of Acceptance.

- (a) Performance Security
- (b) Power of Attorney(s) in case of any change than submitted along with Proposal submittals.

30.2 The Employer shall prepare the Contract Agreement in the form as prescribed in schedule 2, with such notifications as may be necessary for duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of Letter of Acceptance the successful Consultant will be required to execute the Contract agreement. One copy of the Agreement duly signed by the Employer and the Contractor through their authorized signatories will be supplied by the Employer to the Contractor.

30.3 In the case of the death of a contractor after executing the agreement/commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted rates irrespective of the cost of the Consultancy.

## **31.0 PERFORMANCE SECURITY**

31.1 Within 15 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Employer a **performance Security deposit** in any of the forms given below for an amount equivalent to **10% (ten per cent)** of the Contract Price:

- Demand Draft in favour of BMRCL payable at Bangalore
- "OR"
- A Bank Guarantee payable at Bangalore in the form given in Schedule 3.

31.2 If the performance security deposit is provided by the successful Consultant in the form of a Bank Guarantee, it shall be issued either by a Nationalized or Scheduled Bank included in second

schedule to RBI Act, 1934 but excluding co-operative Bank. This should be valid up to the final completion of Defect Liability Period.

- 31.3 Failure of the successful Consultant to comply with the requirements of Sub-Clause 30.0 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender security amount.

**32.0 RETENTION MONEY:**

Retention money equal to 10% (ten percent) of the amount due to the Contractor from time to time will be retained from the Running Account Bills, subject to a maximum of 5% of the contract value. The Retention money shall be held by the Employer without obligation to invest them or account for interest thereon or to place them in a designated account. No interest of whatsoever nature and type will be paid to the Consultant by the Employer in respect of Retention money. The retention money will be released along with the final bill upon submission of No Claim Certificate.

**33.0 CONTACT PERSON IN BMRCL OFFICE**

The contract person in **BMRCL** office, regarding this RFP will be General Manager (Contracts) Telephone No. **080-22969300** and Fax No. **080-22969222**, email: [contracts@bmrc.co.in](mailto:contracts@bmrc.co.in)

**SECTION - 3**  
**QUALIFICATION CRITERIA**

<b>QUALIFICATION CRITERIA</b>		
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**1. GENERAL INFORMATION AND ELIGIBILITY:**

- 1.1 Applicants are advised that selection of consultants will be entirely at the discretion of BMRCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification process will be given and that BMRCL qualification decisions are without any right of appeal whatsoever.
- 1.2 To qualify the applicants should demonstrate their capabilities, by providing data based on their experience, their personnel, and financial resources as per Qualification Requirement.
- 1.3 Applicants for qualifying are required to submit the duly filled in details and associated information as prescribed.

**2. WORKS CRITERIA:**

The consultant in his/its name should have relevant and proven experience of having successfully completed similar work relating to “Structural analysis of Building/Soundness, Safety Study and Supervision of Building which are required for undertaking partial demolition/restoration of building and Structural Design of Building” during the last 7 years ending 31.03.2015.as under:

- (i) At least **ONE WORK** of **Structural analysis of Building/Soundness Safety Study and Supervision of Building which are required for undertaking partial/full demolition/restoration of building and Structural Design of Building** of value of INR **12.56 lakhs** or more.  
**OR**
- (ii) **TWO WORKS** of **Structural analysis of Building/Soundness Safety Study and Supervision of Building which are required for undertaking partial/full demolition/restoration of building and Structural Design of Building** each of value of INR **7.85 lakhs** or more.  
**OR**
- (iii) **THREE WORKS** of **Structural analysis of Building/Soundness Safety Study and Supervision of Building which are required for undertaking partial/full demolition/restoration of building and Structural Design of Building** i.e.each of value of INR **6.28 lakhs** or more.

**Note:** In support of works performed, consultant shall submit duly notarized certificates issued by the Client/Employers as documentary evidence.

**AND**

**3. FINANCIAL CRITERIA:**

Consultant is required to submit the following details:

**Average Annual Turnover:** To qualify for award of this contract each Consultant in his name should have in the last five years' period(s) achieved in at least two financial years an average annual financial turnover of INR **18.84 Lakhs** duly certified by Chartered Accountant