

TENDER DOCUMENT NO.  
BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/2012.

**DETAILED DESIGN CONSULTANCY SERVICES**  
FOR

**VIADUCT AND STATIONS**

FOR  
SECTION – R6 ELEVATED( GOTTIGERE STATION TO SWAGATH CROSS  
ROAD STATION AND DEPOT LINE)

OF  
**BANGALORE METRO RAIL PROJECT**  
PHASE – 2.

**VOLUME -- I**

**TECHNICAL PACKAGE**

**BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)**

3<sup>RD</sup>. FLOOR, BMTc COMPLEX, K.H. ROAD

SHANTI NAGAR

BANGALORE – 560 027

INDIA

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**TENDER NO.**

**BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/2012.**

**NOTICE INVITING TENDERS**

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

Our Ref:

Date:

TO

FROM:

MANAGING DIRECTOR,  
BMRCL

3<sup>RD</sup> FLOOR, BMTc COMPLEX  
BANGALORE-560 027

KH,ROAD,SHANTHINAGAR

**Sub: Detailed Design Consultancy Services for Viaduct and Stations in Section R6 Elevated (GOTTIGERE STATION TO SWAGATH CROSS ROAD STATION AND DEPOT LINE) for Bangalore Metro Rail Project Phase—2.**

**Notice Inviting Tenders for Tender No.**

**BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/2012.**

BMRCL invites sealed tenders for Detailed Design Consultancy Services for Viaduct and stations vide Tender Notice no. BMRCL/PHASE2/ELEVATED/DDC/VIA&STNS/2012. The details of the tender are as follows :

TENDER NO.	BMRCL/PHASE2/R6EXTN/DDC/VIA&STNS/2012.
NAME OF WORK	Detailed Design Consultancy Services for Viaduct and Stations in Section R6 ELEVATED for Bangalore Metro Rail Project Phase -2.
SECTION	R6 ELEVATED (GOTTIGERE STATION TO SWAGATH CROSS ROAD STATION AND DEPOT LINE).
<b>VIADUCT AND STATIONS.</b>	<b>Viaduct of 7.40 Km and Stations of 6 Nos. The Stations are Gottigere station, Hulimavu Station, IIMB Station, JP Nagar 4<sup>th</sup> Phase Station, Jayadeva Hospital Station and Swagath Cross Road Station.</b>
COST OF TENDER DOCUMENT	Rs 25,000(Rs Twenty five Thousand only)
TENDER SECURITY AMOUNT	Rs. 613000.00 (Six Lakhs and Thirteen Thousands only).
DATE OF ISSUE OF TENDER DOCUMENT	28.05.2012 to 11.06.2012
LAST DATE OF SUBMISSION OF CLARIFICATION	16.06.2012
PRE BID MEETING TO BE HELD ON	18.06.2012
LAST DATE OF SUBMISSION OF TENDER DOCUMENT	02.07.2012 ( 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 Viaduct and Stations 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 Consists of:**

- 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 – GADs
- 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.

The tender documents can be obtained from the office of Managing Director, BMRCL, BMTC Complex, III Floor, K.H. Road, Shantinagar, Bangalore - 560027. Payment shall be made in the form of demand draft in favour of "Bangalore Metro Rail Corporation Ltd". Payable at Bangalore.

The Tenderers may obtain further information in respect of these tenders from the office of BMRCL, BMTC Complex, III Floor, K.H. Road, Shantinagar, Bangalore – 560027.

Tenderers are hereby cautioned that tenders containing any deviation from contractual terms and conditions, specifications and other requirements, same as provided for in "the Instructions to Tenderers" and / or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be liable for rejection.

Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

Applicant must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking during last 5 years. Also the applicant must not have resiled after award of contract. The Tenderer has to submit the undertaking in this regard .

BMRCL reserves the right to accept or reject any all tenders without assigning any reasons. No tenders shall have any cause of action or claim against BMRCL for rejection of his Tender.

The tender security will required to be submitted as per clause 4.0 of the instructions to the Tenderers.

**Chief Engineer (D&UG)**  
**For Bangalore Metro Rail Corporation Ltd**

## TENDER NO.

**BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/2012.****INSTRUCTIONS TO TENDERERS****1.0 PROPOSAL**

- 1.1** BANGALORE METRO RAIL CORPORATION. (BMRCL) invites Tenders in two packages for providing DetailedDesignConsultancyServices(TenderNo.BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/201.) for Viaduct and Stations as detailed below for Bangalore Metro Rail Project:

Sl. No.	Tender No.	Viaduct and Stations
1	BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/2012	SECTION R6 ELEVATED(GOTTIGERE STATION TO SWAGATH CROSS ROAD STATION AND DEPOT LINE BETWEEN CHAINAGE 0.00 m TO 6980.00m.)

**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 number of JV members / consortium members in a group shall be restricted to maximum **THREE. Out of three consortium members, one member should have required experience in the field of Structural and one member in Architectural works.** 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 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 MAY BE CLEARLY UNDERSTOOD AND NOTED THAT :-

- a) **THE TENDER NOTICE No. BMRCL/PHASE2/ELEVATED/DDC/VIA&STNS/2012 COVERS FOUR TENDERS (i.e. BMRCL/PHASE2/R2EXTN/DDC/VIA&STNS/2012, BMRCL/PHASE2/R4EXTN/DDC/VIA&STNS/2012, BMRCL/PHASE2/R6/DDC/VIA&STNS/2012).**
- b) **THE TENDERERS CAN SUBMIT THEIR OFFER FOR ONE OR BOTH 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 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 ( 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.
- 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).
- The names and addresses of any firm who may be given sub-contracts to perform topographical or geo-technical surveys 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. “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 TENDERERS.”**

### 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 prices entered in the Form of Tender and in Appendix E1 & E 2 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 Viaduct & Stations .
- 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.** 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 as applicable . 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.**

The price quoted will include all tax liabilities as given in Para 3.2 above (refer Annexure E-2 for further details) and the cost of insurance related to this contract.

All payments shall be subject to deduction of tax at source in accordance with the provisions of the Indian Income Tax 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 Bank ( excluding Co-operative bank ) acceptable to BMRCL. A sum of Rupees Five Lakhs and Eighty Thousands only 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 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 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.
- 4.7 Pricing of Conditions, Qualifications, Deviations etc.,  
The Tenderer shall submit his tender without any conditions, deviations etc to the tender documents.

- 4.8 PRE-BID MEETING.  
Pre-Tender meeting will be held 18.06.2012 at 15.30 Hrs. in BMRCL office at Bangalore.

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

3<sup>rd</sup> Floor, BMTC Complex  
K H Road, Shanthinagar  
Bangalore – 560 027

between 10.30 hrs and 15.00 hrs (IST) on 02.07.2012( **to be submitted in person only**).

- 5.1.1 **BMRCL (Employer) may seek clarifications from Tenderer at any stage of Tender Evaluation.**
- 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 are 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. The tenders should be submitted only by the firm in whose name the Tender has been purchased and issued.
- 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 envelope -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 superscribing 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

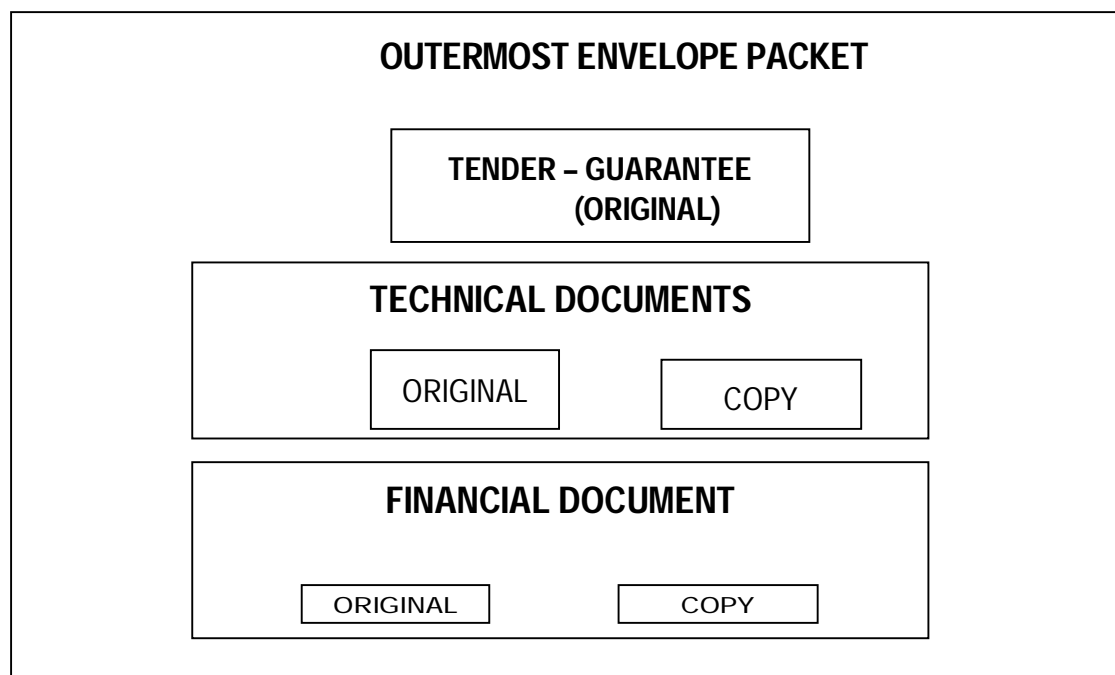
**Envelope- 2 should contain :** (i) 'Original Technical Package & pre-qualification information' as per format given in the Vol I & Vol II of the tender document in one envelope and 'copy' in another envelope both to be put in envelope-2).

**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.**

Submission of tender comprising in the following manner.

5.7.3 The outer envelope shall be duly superscripted

(i) The address of the Employer as follows

**Bangalore Metro Rail Corporation Limited, 3<sup>RD</sup> 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.

5.7.6 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 15.30 hrs IST on the day of submission of tenders, the received tenders will be opened and 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 . 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 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 will be returned unopened.**
- 5.8.5 The 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. The Evaluation criteria is defined in Annexure 8 &9A.

### **7.2 Financial Proposal :**

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. In case of two or more Bidders having the same lowest quoted price, bidder who secures higher technical score would be preferred as the successful Bidder.

The evaluation of Financial Document by the Employer will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by the Employer
- b. Pricing of Unqualified withdrawal of Conditions, Qualification, and Deviation etc.
- c. 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.

7.2.1 Offers, deviations and other factors which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

7.2.2 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

7.2.3 Evaluation of financial offer will be based on quantities in Pricing Document, rates and percentage quoted. Any alteration in Pricing Document will not be given any cognizance.

7.2.4 Eligibility of the firm shall be judged on the basis of evaluation criteria indicated in Qualification Requirement.

### 7.3 CORRECTION OF ERRORS

Tenders 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
- b. Where there is a discrepancy between the quoted percentage in each section and the total amount derived from the multiplication of the quoted percentage in each section and the Par Value of respective section, the Quoted percentage as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the Quoted percentage, in which event, the total amount as quoted will govern.

If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

### 8.0 AWARD OF CONTRACT

8.1 Prior to the expiration period of proposal validity/ extended validity, the Employer will notify the successful bidder who submitted the lowest financial proposal 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).
  - c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating in case of any change than submitted along with tender submittals:
    - i. Percentage Participation of each member/partner.
    - ii. Joint and several liabilities 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 with full composition of Key staff along with the Project Leader at Bangalore to the full satisfaction of BMRCL, for the performance of the contract. An undertaking to the effect that the office will be established as per above, before signing the contract agreement/within a period of two months (from LOA date) whichever is earlier, shall be given in Proforma at Annexure 11, failing which the Letter of Acceptance (which will be conditional) already issued will be cancelled.**
- 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 Scheduled 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 days from the issue of Letter of Acceptance so as to facilitate for signing of the Agreement with in thirty days from the issue of Letter of Acceptance.
- 9.3 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 16.06.2012. 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 even if the tender is discharged/not processed.

**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.

**14.0** Successful Tenderer will be advised of the result of their application. It should be noted that BMRCL will not 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:**

**N.P.SHARMA**

**Chief Engineer, D&UG),**

**BMRCL.**

[sharmanp@bmrc.co.in](mailto:sharmanp@bmrc.co.in)

**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 NO.

## BMRCL/PHASE2/R6ELEVATED/DDC/VIA&amp;STNS/2012.

## QUALIFYING REQUIREMENTS

**The qualifying requirements are as under:**

BMRCL 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 Viaduct and Stations included in Tender No. BMRCL/PHASE2/R6ELEVATED/DDC/VIA&STNS/2012 for Viaduct and Six stations for Reach-3 Extension of Phase-2 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 ( in JV or Consortium ) shall be limited to a maximum of **THREE** out of which one constituent should have rendered Structural consultancy services and out of other two one 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 viii below :
- iv. The Tenderer shall have proven track record in Detailed Designing/Proof checking consultancy services in Viaduct/Flyovers/Bridges/Long span Railway bridges and must satisfy the eligibility criteria stated below for further evaluation and selection.
- v. 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.
- vi. In case of 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.

**NOTE for i, ii, iii, iv**

It may please be noted that the facilities for Structural design, and Architectural design services must be available in the in-house of consortium. Documentary evidence in this regard will be required to be submitted in the offer.

However if E&M services are not available in-house ,DDC can engage a sub consultant of relevant experience in Metro projects . The credentials of the E&M Sub consultant if engaged shall be submitted along with the tender .BMRCL has the right to request for change in the E&M sub contractor if the chosen one does not possess the required credentials/Experience . The same E&M sub consultant can be nominated by any number of tenderer/consortiums. There is no bar for him to be chosen by more than one tenderer/consortium.

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

vii. **Eligibility:****Station and Viaduct:**

(a) The tenderer should have carried out planning, detailed design/proof checking of detailed designs involving primarily structural, pile foundation, prestressed concrete girders in the case of viaducts and primarily structural, pile foundation, prestressed girders for buildings, architectural and building services and E&M sub consultant, if arising, should have carried out E&M works and interface for E&M works in the case of stations in contract packages as given below:

i) 5Km of viaduct in one package and 4 stations in same package or in another package

OR

ii) 3 Km of viaduct in each of two packages and 3 stations in each of two packages, in the same viaduct packages or in any other packages.

**Note:**

1.'Design' appearing in these documents means 'detailed design/proof checking of detailed design'.

2.the E&M sub consultant, if arising, should satisfy the qualification criteria concerning E&M works.

(b). The Tenderer as a whole must have a minimum average annual turnover of Rs4 Cr (US\$ 0.8 million) from design consultancy services only during the previous 5 financial years (The Five years shall be 01.04.2006-31.03.2007, 01.04.2008-31.03.2009, 01.04.2009-31.03.2010, and 01.04.2010-31.03.2011). turnover will be calculated in the case if consortiums, on the present participation of each member of the consortium.

## viii 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 / Member of consortium/ JV -(Annexure- 1).
- c. Previous Experience/Qualifying Experience (Annexure- 2 & 2A).
- d. Copy of the audited balance sheet of the firm for last 5 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 (All the members in case consortium / Joint venture) 'Design Consultancy Services only' duly notarised for the last 5 years. (Annexure- 4).
- g. **Viaduct** :List of Planning and Detailed Design / Proof Checking works of **Viaduct structures / Major Railway Bridges / Road Flyovers ( Length of Viaduct / Bridge / Flyover which included Segmental / Box Pre-Stressed Superstructure on Pile / Raft foundation)** carried out during last 5 years (completed) with details such as brief description of the project, type of Viaduct , span details, type of Superstructure, Foundation, scope of services rendered, details of man months inputs provided, value of services rendered, proof of E&M work, interface work with system contractors along with photocopies of completion certificates from Client/Employer (including name and address) (Annexure- 2 & 2A).



**Stations** :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, proof of E&M work, interface work with system contractors, along with photocopies of completion certificates from Client/Employer (including name and address), (Annexure- 2 & 2A)

- h. Present work load percent progress made (to be given for Ten design consultancy contracts in descending order of contract values).
- i. Proposed Organisation Chart and Key personnel proposed along to be engaged in this work with their qualifications and experience details. Proposed Key personnel in each area including E&M personnel and interfacing personnel must satisfy the requirements as detailed in (Annexure- 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 Detailed Design / Planning / Proof Checking of Viaduct and Metro stations / Bridge / Flyover.
  - Details of the Key staff proposed to be engaged shall be enclosed.
- j. Software capabilities for handling various elements of the services.
- k. Details of offices in Bangalore / India along with the details of consultancy works carried out in India (including other than Metro) (Annexure- 1).
- 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 severely 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 Tenderer's relevant capability.
- o. Software and workstation capability ( each member of the group )( Annexure 7)
- p. Certificate for non engagement of middlemen (Annexure 8).
- q. Bids /offers from firms /companies /associates/JV/consortiums etc. who have history of litigation/arbitration shall not be considered.
- r. Verification Statement (Annexure 9).
- s. Tenderers' declaration (Annexure 10).
- t. Tenderers, declaration (Annexure 11)
- u. Tenderers not furnishing complete & precise information asked in the annexure or otherwise are liable to be rejected.