

RFP No: *BMRCL/Phase-2A & 2B/Via & Stns /PMC/2020/72* Dated 12.09.2020



Driving Bangalore Ahead

## **BANGALORE METRO RAIL PROJECT, PHASE-2A & 2B**

### **REQUEST FOR PROPOSAL (RFP)**

**“Limited Project Management Consultancy (Designated Engineer) for the Civil construction works of Metro Corridor from Central Silk Board Junction to Kempegowda International Airport of Bengaluru Metro Rail Project Phase 2A & 2B.”**

***BMRCL/Phase-2A & 2B/Via & Stns/PMC/2020/72***

**September-2020**

**Technical Proposal**





**Bangalore Metro Rail Corporation Limited**

**REQUEST FOR PROPOSAL (RFP)**

**RFP NO: BMRCL/Phase-2A & 2B/Via & Stns./PMC/2020/72 Dated 12.09.2020**

**Name of the Assignment : “Limited Project Management Consultancy (Designated Engineer) for the Civil construction works of Metro Corridor from Central Silk Board Junction to Kempegowda International Airport of Bengaluru Metro Rail Project Phase 2A & 2B.”**

**Technical Proposal**



**FROM**

Managing Director,  
Bangalore Metro Rail Corporation Ltd,  
III Floor, BMTC Complex, K.H.Road,  
Shantinagar, Bangalore – 560 027

**Sub: “Limited Project Management Consultancy (Designated Engineer) for the Civil construction works of Metro Corridor from Central Silk Board Junction to Kempegowda International Airport of Bengaluru Metro Rail Project Phase 2A & 2B.”**

**Ref: RFP Notification No: BMRCL/Phase-2A & 2B/Via & Stns /PMC/2020/72 Dated 12.09.2020**

**LETTER OF INVITATION - SECTION - 1**

**Bangalore Metro Rail Corporation Ltd., (BMRCL)** a Joint Venture of Government of Karnataka and Government of India, invites sealed Proposals (Bids) through **National Competitive Bidding** (Single stage – Two Envelope System) from reputed and experienced Consultants having previous experience in the similar services for **“Limited Project Management Consultancy (Designated Engineer) for the Civil construction works of Metro Corridor from Central Silk Board Junction to Kempegowda International Airport of Bengaluru Metro Rail Project Phase 2A & 2B.”**

1. The Scope of Consultancy is provided in ‘Terms of Reference’.

2. **Key Details:**

SI No	Description	
1	Bid Security Amount	INR 12.00 Lakhs.
2	Duration of Assignment	48 Months
3	Cost of RFP document	INR 2,240 (Rupees Two thousand two hundred and forty only)
4	Sale of RFP documents	From 12.09.2020 to 13.10.2020
5	Last date of Seeking Clarification	25.09.2020 upto 17.30 Hrs IST
6	Contact person and Place for: (a) Purchase of RFP documents online only. (b) Seeking clarifications & Submission of bid	General Manager (Contracts), Office of the Bangalore Metro Rail Corporation Limited, Third Floor, BMTC Complex, KH Road, Shantinagar, Bangalore-560027, Karnataka, India Email: <a href="mailto:contracts@bmrc.co.in">contracts@bmrc.co.in</a>
7	Date & time of submission of bid (‘In Person’ OR through ‘Couriers’ OR by ‘Posts’)	From 14.10.2020 to 19.10.2020 on all working days from 10.00 Hrs. to 17.30 Hrs. (IST) and on 20.10.2020 from 10.00 Hrs. to 15.00 (IST)
8	Date & Time of opening of bid	20.10.2020 at 15.30 hrs (IST)

3. **Source of Funds:** BMRCL is Joint venture of Govt. of India and Govt. of Karnataka. This project is being executed under the aegis of Govt. of India and Govt. of Karnataka. BMRCL has applied for financing from the Asian Development Bank towards the cost of the work for which Project Management Consultant (Designated Engineer) is being appointed through this RFP.

4. The RFP document consists of Technical and Financial Documents as mentioned in ITB Clause 5.

5. Bidder who are Micro and Small Enterprises (MSEs) registered with NSIC under a single point vendor registration scheme are exempted from 'Bid/Tender Fee'. However, the Bidders who claim these benefits shall submit a valid copy of such registration certificate to BMRCL at the time of Purchase.
6. Bidders who are exempted under Para 5, can download RFP document by obtaining login password on all working days from 11.00 to 17.00 hours from during the period of sale of RFP documents at Registered Office of BMRCL, BMTCL Complex, Shanthinagar, Bengaluru -560027 on submission of a requisition letter along with a valid copy of NSIC registration certificate.

**Procedure for bidders who are Micro and Small Enterprises (MSEs) registered with NSIC under single point registration;**

- i. Visit web site [www.bmrc.co.in](http://www.bmrc.co.in)
  - ii. Enter login pass word obtained from BMRCL
  - iii. Download, complete RFP document.
  - iv. Frequently check website and also registered mail for any Addendum/Corrigendum/ Answered Pre bid queries.
7. Bidders other than exempted under above Para 5, can download RFP document against online payment for Rs.2240 (Rupees Two thousand two hundred and forty only) inclusive of GST, from BMRCL website [www.bmrc.co.in](http://www.bmrc.co.in) during the period of sale of RFP documents. The procedure for online download is available in our webpage [www.bmrc.co.in](http://www.bmrc.co.in)

**Procedure for bidders opting for online purchase of RFP documents:**

- i. Visit web site [www.bmrc.co.in](http://www.bmrc.co.in)
  - ii. Register online. (one-time process)
  - iii. Make payment through Gate Way as available in the website.
  - iv. Download, complete RFP document.
  - v. Frequently check website and also registered mail for any Addendum/Corrigendum/ Answered Pre bid queries.
8. Alternatively, bidders other than exempted under above Para 5 can download RFP document by obtaining login pass word on all working days from 11.00 to 17.00 Hrs. IST during the period of sale of RFP documents at Registered Office of BMRCL, BMTCL Complex, Shanthinagar, Bangalore-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs.2240 (Rupees Two thousand two hundred and forty only) 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.

**Procedure for bidders opting for downloading of RFP documents using Login pass word against DD.**

- i. Visit web site: [www.bmrc.co.in](http://www.bmrc.co.in)
  - ii. Enter login pass word obtained from BMRCL.
  - iii. Down load complete RFP document.
  - iv. Frequently check website and also registered mail for any Addendum /Corrigendum/Answered Pre bid queries.
9. Late bids (received after last date and time of submission) will not be accepted under any circumstances.
  10. **Bids shall be valid** for a period of **180 days** from the last date for submission of Bids.
  11. Unless otherwise exempted under clause 13.1.1. of ITB, Bids shall be accompanied with any of the following as Bid Security, complying with clause 13 of ITB;

- i. Bid security in the form of a Bank Guarantee shall be valid for a period of 60 days beyond the bid validity period.  
(OR)
  - ii. Pay orders/Bankers cheque and demand drafts drawn in favour of Bangalore Metro Rail Corporation Limited, Payable at Bangalore.
12. Firms who have purchased the RFP documents (vide para 6,7 & 8 above) shall submit the bid in their name only. In case the bid submission is in any name other than the firm's name which has purchased the RFP documents, will be rejected and returned unopened. Joint venture is not permitted.
  13. Appointment of the consultant will be on **Quality and Cost Based Selection (QCBS)**. Work will be awarded to the consultant, who scores highest points in Technical and Financial evaluation combined together.
  14. BMRCL reserves the right to accept or reject any or all bids without assigning any reasons. No bidders shall have any cause of action or claim against BMRCL for rejection of their Bid.
  15. Any suit or application, arising out of any dispute or differences on account of this bid shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

**General Manager (Contracts)**  
(On behalf of Managing Director)  
**Bangalore Metro Rail Corporation Ltd**

## TECHNICAL PROPOSAL

### INFORMATION TO BIDDERS (ITB) - SECTION-2

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**INFORMATION TO BIDDERS (ITB)****A GENERAL****1. INTRODUCTION**

- 1.1 The Bangalore Metro Rail Corporation Limited is a Joint venture of Government of India and Government of Karnataka, entrusted with the responsibility of implementation of Bangalore Metro Rail project. The Phase-1 of the project which is already under operation consists of 42.3 kms with 40 stations. The East West Corridor is 18.2 kms and North South Corridor is 24.1 Kms long. The underground section, which is 8.80 kms long, has got seven stations including the interchange station of Majestic.
- 1.2 The Phase-2 of Bangalore Metro Rail Project consists of Four Extensions to the existing lines and Two New Lines with a total length of 72.095 kms and 61 stations (49 Elevated and 12 Underground) and is currently being executed.
- 1.3 This RFP is for "Limited Project Management Consultancy (Designated Engineer) for the Civil construction works of Metro Corridor from Central Silk Board to Kempegowda International Airport of Bengaluru Metro Rail Project Phase 2A & 2B."
- 1.4 Appointment of the consultant (Designated Engineer) will be on Quality and Cost Based Selection (QCBS).
- 1.5 Phase 2A & Phase 2B of Bengaluru Metro Rail Project is 57.36 Kms long from Central Silk Board (CSB) to Kempegowda International Airport (KIA) including Depot construction works at Baiyappanahalli and near Kempegowda International Airport. The Phase 2A and Phase 2B work is funded by ADB. Work for construction of loops, ramps for flyover at Central Silk Board Junction, which is a part of Package 1 of Phase 2A, is not funded by ADB.

**2. INFORMATION & REQUIREMENTS**

- 2.1 Joint venture is not permitted. Bidder shall submit only one bid. Bidder who submits more than one bid will cause all of the proposals in which the bidder has participated to be disqualified.
- 2.2 The Bidder shall utilize Indian professionals as their staff to the maximum extent possible.

- 3. COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of bid.

**4. SITE VISIT:**

- (i) Any site information given in this bid document is for guidance only. The Bidders are advised to visit and examine the Site & its surroundings at their risk & cost, and obtain on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract. The Bidder will be granted permission by the Employer to enter upon its premises and lands for such visit upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

(ii) The bidder shall be deemed to have inspected the Site and its surroundings. No claim will be entertained in respect of any of these matters nor will the lack of knowledge or ignorance of conditions be accepted as substantiating a claim.

**B. BID DOCUMENTS**

**5. CONTENTS OF BID DOCUMENTS**

5.1 The Bid Documents as listed below have been prepared for the purpose of inviting bids:

<b>Technical Proposal</b>	
Section -1	Letter of Invitation (LOI)
Section -2	Information to Bidders (ITB)
Section -3	Eligibility cum Qualification Criteria (EQC)
Section -4	Forms of Bid (FOB)
Section -5	Terms of Reference (TOR)
Section -6	Conditions of Contract (CC)
<b>Financial Proposal (Pricing Document)</b>	
Form of price bid and Pricing Document	

5.2 The Bidder is expected to examine carefully all the contents of the Bid Documents and take them fully into account before submitting Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder’s risk. Bids which are not responsive to the requirements of the bid documents will be rejected.

**6. CLARIFICATION ON BID DOCUMENTS**

6.1 While all efforts have been made to avoid errors in the drafting of the bid documents, the Bidder is advised to check the same carefully and seek clarifications within scheduled period only. No claim on account of any errors detected in the bid documents shall be entertained.

6.2 A bidder requiring any clarification of the RFP document including any error or mismatch in the documents, may notify the General Manager (Contracts) in writing by mail/email at the General Manager (Contracts) mailing address indicated in LOI. The General Manager (Contracts) will respond in writing to any request for clarification received in writing from bidders not later than last date fixed for submission for clarifications. Response to clarification will be sent in writing by mail/email to all prospective bidders who have purchased the RFP documents directly from the source. Only written communications/clarification will be considered. Bidder should acknowledge receipt of such clarifications. The above referred replies will also be uploaded in the BMRCL website [www.bmrc.co.in](http://www.bmrc.co.in).

**6.3 Pre-Bid queries**

Pre-Bid Meeting will not be conducted keeping in view the present situation of Covid-19 Pandemic. Pre-Bid Queries, if any shall be communicated electronically before the time as specified in LOI.

Clarification to bidder queries will be sent IN WRITING promptly to all bidders who have purchased the RFP document directly from the source. Any modification to the RFP document that may become necessary as a result of the pre-bid queries shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 7.0.

**7. AMENDMENT TO BID DOCUMENTS**

7.1 During the bid period, the Employer may issue further instructions to Bidders or any modifications to existing bid documents in the form of an addendum. Such an amendment will be sent in writing by speed post/email to all prospective Bidders, who

have purchased the bid document. The amendments will also be uploaded in BMRCL website.

7.2 Provisions in addenda shall take priority over the Bid Documents issued previously. Bidders should acknowledge receipt of such addenda and list them in the bid submittal.

7.3 In order to afford Bidders reasonable time for preparing their bidders after taking into account such amendments, the Employer may, at his discretion, extend the deadline for the submission of bids in accordance with Sub-clause 16 of Information to Bidders.

## C. PREPARATION OF BIDS

8. **LANGUAGE OF BID:** All documents shall be in English Language. In case any accompanying printed literature is in other language, it shall be accompanied by English translation. The English version shall prevail in matters of interpretation.

## 9. COMPOSITION OF SUBMITTALS

9.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical proposal (Envelope-1) containing the documents listed in ITB 9.2 and the other financial proposal(Envelope-2) containing the documents listed in ITB 9.4, both envelopes enclosed together in an outer single envelope (Envelope-3). Each envelope clearly superscripted with RFP Notification No., Name of the consultancy service, Date of Submission of Bid, Date and Time of Opening.  
Envelope-1: Technical Proposal  
Envelope-2: Financial Proposal.  
Envelope-3: Outer Envelope enclosing envelopes 1 and 2.

These shall be addressed to the General Manager (Contracts), BMRCL and submitted at the address given in the Letter of Invitation to Bidder.

## 9.2 TECHNICAL PROPOSAL

9.2.1 The Bidder shall submit '**TECHNICAL PROPOSAL**' in sealed Envelope-1 as a part of Bid submission and shall comprise the following:

- (a) Bid Security/MSE Certification registered with NSIC, in accordance with ITB 13;
- (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 14.1;
- (c) The Forms of bid shall be complete without any alterations to their format;
- (d) Annual Report and Financial Report;
- (e) Memorandum and Article of Association;
- (f) documentary evidence in accordance with EQC establishing the Bidder's Eligibility and qualifications to perform the contract;
- (g) All Addendum & Corrigendum issued and Replies furnished to bidder's queries;
- (h) Technical details in accordance with ITB 9.2.2; and
- (i) Any other documents which have been requested in the bid document as a part of the technical qualification.

## 9.2.2 Technical Details

9.2.2.1 The details should cover the following:

- (i) Understanding and comprehension of the consultancy service involved

- (ii) A detailed overall Programme shall be made showing the activity to be performed. The Programme given along with the bid shall not in any event be construed as a submission of the Programme as required to be furnished according to the Employer's Terms of Reference (TOR)
- 9.3 **No information relating to financial terms of service should be included in the Technical proposal.**
- 9.4 **FINANCIAL PROPOSAL**
- 9.4.1 The Bidder shall submit as **"FINANCIAL PROPOSAL"** in separate sealed Envelope-2 comprising the following documents, duly completed:
- (i) Form of Price Bid
- (ii) Pricing document.
- 9.5 The Technical and financial proposal should be completed untampered, each page duly signed and stamped. This list of documents to be submitted has been prepared for the convenience of the bidder and any omission on the part of the Employer shall not absolve the bidder of his responsibility of going through the various clauses in the RFP Documents and to submit all the details specifically called for (or implied) in those clauses. BMRCL will not take cognizance of any additional information submitted if in the opinion of BMRCL, the additional information is not required or will affect the bidding process materially.
- 10. BID PRICE**
- 10.1 The Bid prices shall be governed by Bid documents as described under Clause 5.1 of ITB. The bidder shall be responsible for the whole consultancy service as described in scope of consultancy service in Employer's Terms of Reference. The Bidder shall quote "Man month rate" and "Month rate" for Staff and Other expenses respectively in figures and words in the Price Document. Corrections if any shall be made by crossing out, initialing, dating and rewriting. The Bid price or quoted price shall include all taxes, cess, and duty, **except GST**. BMRCL shall **pay output GST**, as applicable and claimed in each of the Running Account Bill (RAB).
- 10.2 Price variation is applicable for Schedules I & II of BoQ only.
- 11. CURRENCIES OF THE BID:** Bid prices shall be quoted in Indian Rupees only.
- 12. BID VALIDITY**
- 12.1 The Bid shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of bid as indicated in LOI. A Bid valid for a shorter period shall be rejected by the employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidders for a specified extension in the period of Validity in writing/email. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request, shall not be required or permitted to modify his bid but will be required to extend the validity of his bid security correspondingly.
- 13. BID SECURITY**
- 13.1 Unless otherwise exempted claiming under clause 13.1.1, bidder shall furnish with the bid, a Bid Security for the value indicated in LOI either in the form of:
- i) Bank Guarantee in favour of Bangalore Metro Rail Corporation Ltd, from 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 in the form given in Appendix-8 to Form of Bid. **Bank Guarantee shall remain valid for a period of 60 days beyond the Bid validity period** or any period of extension if requested under ITB. 12.2. The Bank Guarantees can be in multiple BGs also.
- For '**SFMS**' the following details may be considered:

**Name:** BANGALORE METRO RAIL CORPORATION LTD.  
**Name of the Bank:** BANK OF INDIA  
**Branch:** CANTONMENT BRANCH, BENGALURU.  
**Account No:** 840420110000760  
**RTGS/IFSC:** BKID0008404

(OR)

- ii) The pay orders/Banker's cheque and demand drafts drawn in favour of Bangalore Metro Rail Corporation Limited shall be for the value indicated in LOI, Payable at Bangalore.
- 13.1.1 Bidders who are Micro and Small Enterprises (MSEs) registered with NSIC under a single point vendor registration scheme are exempted from providing bid security (as per GoK Letter No. AE 850 EXP-12/15 dt. 15.12.2016). The bidder who claims this benefit shall submit a valid copy of such registration certificate along with the bid submittals.
- 13.2 The bid will be summarily rejected by the employer and the Financial proposals submitted will not be opened in case:
- (i) the bid is not accompanied by Bid Security, unless otherwise claiming under exemption clause .13.1.1
  - (ii) The Bid Security is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in Section 2 (e) of RBI Act 1934 read with Second Schedule,
  - (iii) The Bid Security is from a Co-operative bank.
  - (iv) The Bid Security Amount is less than the required amount as mentioned in LOI.
  - (v) The Bid Security Bank guarantee's validity is less than bid validity as mentioned in Clause 12 of ITB.
- 13.2.1 In case Bid security is in the form of BG and If BG validity fulfills the 'Bid Validity' period, but deviates in period of 'Bid Security Validity', the Employer shall request such Bidder(s) in writing to submit compliant bid security within 10(ten) working days. Failure to provide a compliant bid security within the prescribed period shall cause the rejection of the Bid proposal and will be considered as Non-responsive.
- 13.3 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible.
- 13.4 The Bid security of the successful Bidder shall be returned upon the Bidder executing the Contract Agreement after furnishing the required performance security as per the Contract.
- 13.5 The Bid security of Bidder shall be forfeited:
- a. if a Bidder withdraws bid during the period of bid validity;
  - b. if the bidder does not accept the correction of bid price in terms of ITB Clause 24.0;
  - c. if a bidder misrepresents or omits the facts in order to influence the procurement process;
  - d. in the case of a successful bidder if he fails to:
    - (i) Furnish the necessary performance security.
    - (ii) Enter into the Contract within the time limit specified.
- 13.6 In case of bidders exempted as per clause under 13.1.1, and if ITB 13.5 becomes applicable to such bidders, the NSIC Authority will be informed of the same to take necessary action.
- 13.7 No interest will be payable by the Employer on the Bid security amount cited above.

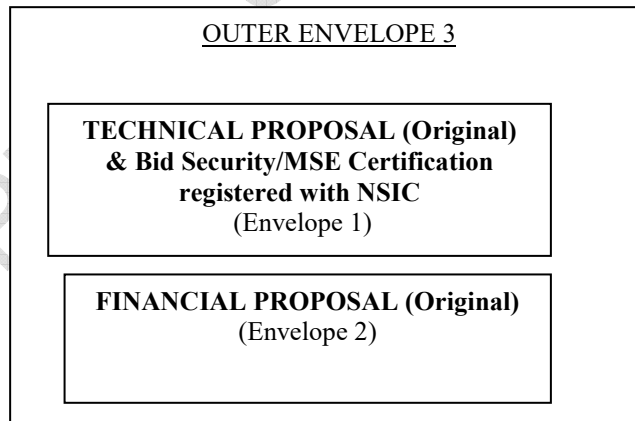
**14. FORMAT AND SIGNING OF BIDS**

- 14.1 Bid shall be signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of:
- (a) In case of Proprietary firm, Power of Attorney shall be submitted by the Proprietors themselves.
  - (b) In case of partnership firm, it shall be signed by a partner holding the power of Attorney for the firm. Alternatively; it shall be signed by all the partners.
  - (c) In case of Private/Public Companies, a Power of Attorney from the Legal Representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution, Constitution of the Legal Entity, Articles of Incorporation or other valid legal instruments shall also be submitted.
  - (d) In case of Limited Liability Partnership (LLP), a Power of Attorney from the Legal Representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution, Constitution of the Legal Entity, Articles of Incorporation or other valid legal instruments shall also be submitted
- 14.2 Any amendments such as interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 14.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 14.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the bid/contract shall be communicated forthwith in writing by the Bidder/Consultant to the Employer.

**D. SEALING AND SUBMISSION OF BIDS**

**15. SEALING AND MARKING OF BIDS**

The sealed Outer Bid Envelope (Envelope No-3), shall contain sealed envelopes TECHNICAL PROPOSAL (Envelope No-1) and FINANCIAL PROPOSAL (Envelope No-2) separately as shown below:



No responsibility will be accepted by the Employer for the misplacement or premature opening of a bid, not sealed or marked as per aforesaid instructions. No envelope should be submitted without marking as mentioned above.

**16. SUBMISSION OF BIDS**

- 16.1 Bids should be submitted at the following address before the closing time on the scheduled date as indicated in LOI:  
**General Manager/Contracts**  
 BMRCL, Third Floor, BMTc Complex,  
 KH Road, Shantinagar.  
 Bangalore-560 027, Karnataka, India.

- The Employer may, at his discretion, extend the date for the submission of bid by amending the Bid Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. (If such nominated date for submission of bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of bid).
- 16.2 Bids as sealed above shall be submitted 'In Person' OR through 'Couriers' OR by 'Posts', during the period as mentioned in LOI. For submission of the Bids in person, Bidder(s) shall assign person(s) in writing to submit the Bid Document with proper authorization.
17. **LATE BIDS:** Any bid received by BMRCL after the deadline prescribed for submission of bids will be returned unopened to the Bidder.
18. **MODIFICATION AND WITHDRAWAL OF BIDS**
- 18.1 Except permitted by these instructions, the Bidder shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as a part of his bid.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted within the scheduled date & time in a separate envelope marked "MODIFICATION" or "WITHDRAWAL" as the case may be. Bidders may modify contents of their Technical or Financial Proposals & place it in separate sealed envelopes. These should be marked as "TECHNICAL PROPOSAL-MODIFICATION" or "FINANCIAL PROPOSAL-MODIFICATION". This should further be placed in an outer envelope sealed, marked 'MODIFICATION'. Bidders may withdraw their bids by giving notice in writing placed in an envelope, sealed, marked "WITHDRAWAL" and submitted.
- 18.3 No modifications shall be permitted after the deadline for submission of the Bids. Withdrawal of the bid after deadline for submission of bids but prior to the period of bid validity shall result in forfeiture of the Bid Security.
- E. BID OPENING AND EVALUATION**
19. **BID OPENING**
- 19.1 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Outer envelope of Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall return without opening. Then, the Employer will open the outer envelope of all the bids including "**MODIFICATION**" outer envelope (except withdrawn bid(s)) in the presence of Bidders or their representatives who choose to attend on date, time and place as mentioned in LOI. (If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of the Technical Proposal). On opening of the outermost Bid envelope, it will be checked whether Technical Proposal & Financial proposal envelopes are sealed separately or not (In case they are not separate/sealed properly, the bid of the said bidder shall be summarily rejected). If it is in order, then the Technical Proposal will be opened.
- 19.2 The Bidders name, the details of the Bid security, Bidder's technical submittals and such other details will be recorded. Such details the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of bid opening.
- 19.3 The sealed Financial Proposal including "Modification to financial proposal" of all the Bidders shall be placed in a large cover and securely sealed in the presence of the bidder or their representatives, who are present and also get the same signed by all those bidders or their representatives. The large cover shall be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of

Technical proposal.

- 19.4 Subject to clause 23.1 of ITB, the Financial Proposal of the bidders will be opened in the presence of qualified Bidders or their authorized representatives in BMRCL Office. The **amount** as quoted in the financial proposals shall be read out by the Officials of the BMRCL and recorded.

## **20. PROCESS TO BE CONFIDENTIAL**

- 20.1 Except the public opening of bid, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 20.2 Any effort by a Bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of the bid.

## **21. CLARIFICATION OF BIDS**

- 21.1 Technical evaluation of technical proposals submitted by Bidders shall be undertaken based on details submitted in the technical proposal only. Employer may at his discretion ask any bidder for clarification on his submittals. The bidder in response to the clarification is not permitted to submit additional information not pertaining to the clarification sought. The request for clarification and the response shall be in writing and no response leading to material change in the submittals will be permitted.
- 21.2 To assist in the examination, evaluation and comparison of Financial Proposal, the Employer may ask Bidders individually for clarification of their bids, including breakdowns of prices. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Employer during the evaluation of bids in accordance with Clause 23.0 herein.
- 21.3 **Delay/refusal to the request for clarification as referred in the above Para 21.1 and 21.2 may result in the rejection of the bid.**

## **22. DETERMINATION OF RESPONSIVENESS**

- 22.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is responsive to the requirements as stipulated in the bid documents.
- 22.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the consultancy service to be undertaken by the Bidder under the Contract, or which limits in any substantial way, the Employer's rights or the Bidders obligations under the Contract as provided for in the Bid documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids at reasonable price.
- 22.3 If a Bid is not substantially responsive to the requirements as stipulated in bid documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Bidder by correction or withdrawal of the non-conformity or infirmity. The financial proposal of such Bidder shall be returned unopened.
- 22.4 The decision of the Employer as to which of the bids are not substantially responsive shall be final.



## 23. EVALUATION OF BID

Evaluation of bid is on **QCBS** basis (**Quality and Cost Based Selection**) and **Two-Stage** procedure shall be adopted for evaluating the proposals. The Employer may ask for clarification on the bid submittals, at any stage of evaluation of bid. Evaluation will be carried out separately for Technical and Financial proposals. Weightage of marks for Technical proposal will be 65% and for the Financial proposal 35%. **Maximum marks allotted for Technical proposal is 6500 and for Financial proposal is 3500.**

### 23.1 Technical evaluation

23.1.1 The Employer will carry out technical evaluation of submitted Technical Proposal to determine that the Bidder has a full comprehension of the consultancy service. Where a Bidder's technical submittal is found to contain any material deviation or reservation with the requirement of consultancy service, it shall be rejected.

23.1.2 Evaluation of Technical proposal involves verification of Bid Security for its adequacies in accordance with Clause 13 of ITB.

23.1.3 In the **first stage**, the Employer shall carry out the evaluation of Technical proposals of all bidders with respect to the **Eligibility and Qualifying requirements specified in EQC 3.2**. Further, all bidders who meet the criteria specified in EQC 3.2, will be evaluated and awarded marks as per the marking system specified in **Annexure- 1 to EQC**. Each responsive proposal shall be attributed a **technical score (St)**. Only those **Applicants whose Technical scores are 70% (i.e., 4550 marks out of 6500 marks) or more** shall qualify for further consideration. However, if the number of such pre-qualified applications is two or less than two, the Employer may, in its sole discretion, pre-qualify the applicant(s) whose technical score is less than 4550 marks. **It is to be noted that the bidders who do not meet the qualifying criteria as per 3.2 of EQC will be disqualified and no further evaluation will be carried out.**

23.1.4 Technical proposals of those bidders meeting the Technical requirement and found substantially responsive only will be qualified for opening of their Financial Proposal. The date and time of opening of Financial Proposal shall be informed separately to the bidder.

23.1.5 The offers of Bidder which have been rejected on the grounds of being substantially non-responsive to the requirements of the Bid document and which have been determined as being not qualified as a result of evaluation of technical proposal, the price bid of such Bidders shall not be opened and returned unopened after the Letter of Acceptance has been signed by the successful Bidder.

### 23.2 Financial Evaluation

23.2.1 After opening Financial Proposal of Technically qualified and substantially responsive bidders, evaluation will be carried out. Where a Bidder's Financial proposal is found to contain any material deviation or reservation with the requirement of consultancy service, it shall be rejected.

23.2.2 In the **Second Stage** (Financial evaluation), the Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have quoted cost of all schedules/sub-schedules of the BoQ) and without computational error. In case the consultant has not considered cost for any schedule/sub-schedule of the BoQ, such proposals shall be considered non-responsive and will be rejected.

23.2.3 The evaluation of Financial Proposal of Technically eligible bidders will take into account, in addition to the bid amounts, the following factors:

- a. Arithmetical errors corrected by the Employer as per clause 24 of ITB
- b. Such other factors of administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments.

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

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

23.2.6 The financial scores (Sf) of the bidders are to be computed as follows:  
**Sf = 3500 x Fm/F**, where **Fm** is the bid value of the Lowest bidder, **F** is bid value of the Bidder under consideration for ascertaining the financial score.

23.2.7 After evaluation as above, the Bidder who secures **HIGHEST COMBINED SCORE 'S'** would be preferred as the successful Bidder.

Where, **S= St + Sf**  
**'St'** is Technical score.  
**'Sf'** is financial score.

23.2.8 The selected Consultant shall be the first Ranked Applicant (H-1), having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited in case the first ranked Applicant withdraws, or fails to fulfill the requirements specified in this document. In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

23.3 Bidders are advised that selection of consultants will be entirely at the discretion of Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Evaluation process will be given and that Employer's decision is without any right of appeal whatsoever. Applicants are advised that neither Employer nor its successors, Assignees/Consultants will respond to enquiries or enter into communications concerning or relating to the selection process.

#### 23.4 **Negotiations**

23.4.1 Negotiations will be held at the Employer's office. The aim is to reach agreement on all points and sign a contract.

23.4.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (service plan), staffing and any suggestions made by the firm to improve the Terms of Reference.

23.4.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

23.4.4 Having selected the Consultant on the basis of among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Employer will require assurances that the personnel will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

### 24. **CORRECTION OF ERRORS**

24.1 Bids 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:  
 Where there is a discrepancy between quoted unit rate in figures and in words, the **unit rate in words will govern**.

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

24.3 Conditional quote for any or all schedules of summary of BoQ may lead to rejection of bid.

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

### 25. **AWARD CRITERIA**

Employer will award the Contract to the Bidder, who meet Eligibility & Qualification criteria and whose bid is substantially responsive, complete and in accordance with the bid documents and selected subject to evaluation as per the provisions of Clause 23.0 above. In case the successful bidder is an MSE, he will be required to register with TReDS prior to signing of Contract Agreement.

**26. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Notwithstanding Clause 25.0, the Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for Employer's action.

**27. NOTIFICATION OF AWARD**

27.1 Prior to the expiry of the period of bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing/email, that the bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Bidder in consideration of the services rendered for the consultancy service by the Bidder as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within **one week** of receipt.

27.2 The Letter of Acceptance will constitute a part of the contract and is binding on the contractor.

27.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 27.1 above, the employer will promptly discharge/return the Bid Securities and unopened Financial Proposals of the unsuccessful Bidders.

**28. SIGNING OF CONTRACT AGREEMENT**

28.1 The Employer shall prepare the Contract Agreement in the form as prescribed in schedule 1 to the Conditions of Contract, with such notifications as may be necessary for duly incorporating all the terms of agreement between the two parties. **Within 45 days from the date of issue of Letter of Acceptance, the successful bidder will be required to execute the Contract Agreement.** One copy of the Agreement duly signed by the Employer and the Bidder through their authorized signatories will be supplied by the Employer to the Bidder.

28.2 If any change in authorization, the Successful Bidder shall submit the Power of Attorney within 30 days from issue of Letter of Acceptance.

**29. PERFORMANCE SECURITY**

The successful Bidder shall furnish to the Employer a Performance Security in accordance with clause 10.3 of the Conditions of Contract within **30 days** from issue of Letter of Acceptance.

**30. SETTLEMENT OF DISPUTES OF THE BID PROCESS**

Any suit or application, arising out of any dispute or differences on account of this bid shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

**31. CONTACT PERSON IN BMRCL OFFICE**

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

**7SECTION – 3: ELIGIBILITY CUM QUALIFICATION CRITERIA (EQC):**

<b>Clause Nos</b>	<b>Description</b>	<b>Page Nos</b>
1	General Information	2
2	Eligible Bidders	2
3	Qualification Requirement	3

**1 GENERAL INFORMATION**

- 1.1 The Bidders should demonstrate their capabilities, by providing data based on their Consultancy experience, personnel and financial resources.
- 1.2 Information supplied by the bidders must apply to the Bidder named in the application and not, unless specifically requested, to other associated companies or firms.
- 1.3 Bidders will not be required to submit on their own, additional information or material subsequent to the date of submission of bids, and such material if submitted will be disregarded.
- 1.4 The Consulting firm will have to give an Undertaking for the Deployment of the required minimum Key personnel and other Personnel. If the Assignment is awarded, he will have to obtain approval for the proposed Personnel. The number of Key Personnel & other Personnel required and corresponding Man-months is as provided in the para 4 of Terms of Reference.
- 1.5 To establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Bidding Forms
- 1.6 Bids will be evaluated as per the Eligibility cum Qualification criteria & other requirements stipulated in the Request for proposal. The Bidder is liable to be rejected, if the credentials and information required are not submitted in entirety as per the RFP document.
- 1.7 Bidders are advised that selection of consultants will be entirely at the discretion of BMRCL. Bidders 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. Applicants are advised that neither BMRCL nor its successors, assignees/Consultants will respond to enquiries or enter into communications concerning or relating to the selection process.

**2 ELIGIBLE BIDDERS**

- 2.1 This is a National Competitive Bidding. Sole Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company are eligible to apply.
- 2.2 Any bidder from a country which shares a land border with India will be eligible to bid in this bid only if the bidder is registered with the Competent Authority constituted by Department for Promotion of Industry and Internal Trade (DPIIT) or Department of commerce & industries, Govt. of Karnataka.
- i. "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- ii. "Bidder from a country which shares a land border with India" means: -
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- iii. The beneficial owner for the purpose of (ii) above will be as under:
- a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
    - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - f. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.2.1 The above clause will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

2.2.1.1 Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

### **3 QUALIFICATION REQUIREMENT**

Eligible Bidders are required to meet the criteria as provided in the succeeding paragraphs in order to qualify.

#### **3.1.1 GROUND FOR EXCLUSION and CONFLICT OF INTEREST**

##### **3.1.1.1. GROUND FOR EXCLUSION:**

As on date of submission of Bid, the Bidder should not fall under any category as per the GROUND FOR EXCLUSION as mentioned below. The Bidder should submit an undertaking to this effect. GROUND FOR EXCLUSION will be applicable if the Bidders;

- (a) are bankrupt, being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from any similar procedure;
- (b) have been convicted within the past five years by a court decision, which has the force of

- residential jurisdiction in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract,
- (c) are listed for financial sanctions by the United Nations and/or any other organization for the purposes of fight against terrorist financing or threat to international peace and security;
  - (d) have committed serious professional misconduct within the past five years during the Procurement or performance of a contract, as evidenced by any means by the Employer.
  - (e) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer 's country;
  - (f) have indulged in 'Corrupt Practice'; "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
  - (g) have indulged in 'Fraudulent Practice'; "fraudulent practice" means a misrepresentation of facts in order to influence an evaluation process or the execution of a contract, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competitions.
  - (h) have been Black listed/debarred/banned business by any Central Govt./State Govt./PSUs
  - (i) have left/abandoned the work awarded incomplete on his own in the last 05 years.

Any such exclusion will result in disqualification of the Bidder and the financial proposal of such Bidder shall be returned unopened in case the technical evaluation is still in progress. In case the Financial Proposals have already been opened, and the consultancy service not yet awarded, the Financial Proposal will not be further considered for evaluation. In case consultancy service has been awarded, it will result in cancellation of contract.

Bidders may also note that in case the bidder is excluded as per Ground for Exclusion mentioned above, after the due date of submission of bid but before award of the contract by BMRCL, they shall inform the same to BMRCL in writing within 5 working days, failing which it will be considered that the bidder has wilfully concealed the information and the bidder shall be solely responsible for all implications that may arise in accordance with the conditions of this RFP.

BMRCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

### 3.1.2 CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A bidder will be deemed to have Conflict of interest, if:

- (i) Bidder and any association/affiliation (inclusive of parent firms) of the bidder has been engaged by the Employer to provide consulting services for the preparation of DPR Ph-2A & 2B.
- (ii) A bidder lends, or temporarily seconds its personnel (involved in any capacity) to firms or organizations which are engaged in construction of works related to Ph-2A & 2B.

## 3.2 CONSULTANCY EXPERIENCE & FINANCIAL STANDING

**3.2 A CONSULTANCY EXPERIENCE:** The bidder must have successfully completed/substantially completed **Project Management consultancy/GC (General Consultancy) or equivalent contracts** in last Seven years as on date of submission of bids as follows:

Sl.	Criteria	Compliance requirement	Documents submission
3.2A	Performed Project Management Consultancy/GC (General Consultancy) or equivalent for Metro Rail/Monorail/flyover/road cum flyover of value not less than <b>Rs 19.20 Cr</b> in one contract	Must meet requirement	Appendix-2 and Appendix-3

**Notes:**

- In case of Project Management Consultancy performed for Flyover/road cum flyover contract, at least length of one flyover should be  $\geq 1.50$  Km (excluding length of ramps) at a stretch.
- Copy of the client certificate in support of the details like consultancy cost and scope of the work, nature of work for above consultancy contract should also be given for all such eligible projects. In case the required documents are not submitted, that consultancy service will not be considered as a qualifying consultancy service.
- The Consultancy contract is considered as substantially completed if 80% or more of the civil work is physically completed which is to be substantiated by a certificate from the Employer/Engineer who has awarded the consultancy to the bidder.  
OR  
If 80% of the awarded contract value or revised contract value whichever is lower has been certified for Payment. This is to be substantiated by a certificate from the Employer/Engineer.
- In case the consultancy service is performed for private client, copy of consultancy service order, bill wise details of payment received & certified by CA, Proof of TDS issued by clients for all payments received shall be submitted. In case the required documents are not submitted, that consultancy service will not be considered as a qualifying consultancy service and the bidder may be disqualified.
- In case the consultancy service is performed as a member of Joint venture/Consortium the value of consultancy service performed, shall be considered as per actual amount received by the member(s) in that Joint venture/consortium.
- Consultancy services in foreign currency shall be converted to Equivalent INR using the selling rates 28 days prior to the last deadline for submission of bids as per website of RBI on that date. In case the exchange rate of particular currency on given date is not available in this web site, it will be as per the web site of Financial Benchmark India Private Limited (FBIL) as recommended by RBI. In case the exchange rate of particular currency is not available on any date in both these websites then the exchange rate as per the website of the Central Bank of that country to which the currency belongs will be taken. In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL.

**3.2 B FINANCIAL STANDING**

SI No	Criteria	Compliance requirement	Documents submission
3.2.B(i) Net Worth	Net Worth of bidder should be positive in the <b>last Two</b> financial years ending with 2019-20	Must meet requirement	Appendix -4



3.2.B(ii) Annual Turnover	Bidder in his name should have in the last five years ending with 2019-20 achieved in at least any two financial years a minimum annual financial turnover from Consultancy services <b>≥ Rs. 24.00 Crores.</b>	Must meet requirement	Appendix -4
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**Note:**

1. Financial data has to be submitted by the bidder along with audited balance sheets. The financial information of the Bidder must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the companies' Act or by a Chartered Accountant.
2. In case any discrepancy in data is found between the balance sheet and the financial information submitted, the data as available in the balance sheet will be considered.
3. "In the event that the audited accounts for the latest concluded Financial Year (2019-20) are not available, the Bidder shall furnish information pertaining to the last five financial years after ignoring the latest concluded financial year. In case the bidder submits audited financial information for the last six or more years, only the figures for the latest five years shall be considered for evaluation".

**3.3 PROFESSIONAL EXPERIENCE & KEY PERSONNEL**

- 3.3.1 Key Staff for the assignment will be evaluated with respect to CVs for all positions and bidders are required to submit all CVs. Bidders may take note that the CV's to be submitted must qualify threshold requirement of BMRCL as per Clause 3.0 of TOR. Clause 3.0 of TOR also indicates the education and experience required along with the number of persons required for that position with the cumulative man months expected from that position.
- 3.3.2 CVs to be submitted for evaluation must be from a candidate who has been working/ worked either at an equivalent post or working/worked one rank below for at least two years.
- 3.3.3 CVs must be submitted with the consent/declaration of the individual and CVs submitted without the consent of the individual shall not be considered for evaluation and given zero marks. In case CVs submitted do not meet to the BMRCL requirement, it will not be considered and assigned zero marks.
- 3.3.4 In case of submission of false information, BMRCL shall enforce all or any of the following at its sole discretion:
  - (a) confiscate the bid security amount
  - (b) debar the Consultant for 10 years from participating in the bid of BMRCL
- 3.3.5 Maximum permissible limit for change of Consultant STAFF IS 10% WITHOUT ANY REDUCTION IN MONTHLY REMUNERATION. This 10% limit covers replacement of Consultant staff on medical ground, long absentee or quitting the organization. Once 10% replacement limit is crossed a penalty in the form of reduction in monthly fee by 10% for the staff being replaced shall be applicable. But if the personnel are required to be replaced on the instructions of the Employer (due to the reasons of performance) such staff will not be counted against the above deduction for 10%.
- 3.3.6 Bidders will be awarded marks as per the marking system specified in Annexure– 1 to EQC. Maximum Technical score is 6500 and the maximum financial score is 3500.
- 3.3.7 Evaluation will be carried out in accordance with ITB Clause 23.0.

**ANNEXURE- 1****PROFESSIONAL EXPERIENCE & KEY PERSONNEL**

The marking system and attributes for evaluation of Professional Experience & Key Personnel will be as follows:

SL.NO	Criteria	Maximum Marks Assigned
i	Number of Years after Establishment of the Firm	325
ii	Bidder in the last five years ending with 2019-20 achieved in at least any two financial years a minimum annual financial turnover from Consultancy services	350
iii	Experience in PMC, as engineer/Independent Engineer/Authority Engineer/General consultant for Metro Rail/Monorail/ flyover/road cum flyover projects in the last 7 years as on last date of submission of bids apart from the qualifying works considered in EQC Clause 3.2A Note: In case of Flyover/road cum flyover contract, at least length of one flyover should be $\geq 1.50$ Km (excluding length of ramps) at a stretch.	1000
iv	Experience of the firm in DPR preparation/ Feasibility Study cum Preliminary Design Report for Elevated Corridors for Road, Metro Rail/Monorail projects in the last 07 years as on last date of submission of bids. or Experience in PMC as Engineer/Independent Engineer/Authority Engineer/General consultant in infrastructure projects other than sl. no.(iii) in the last 07 years as on last date of submission of bids	600
v	Total Experience of Key Personnel.	1300
vi	Experience of the Key Personnel in Metro Rail/Monorail/flyover/road cum flyover projects major Railways/Metro/Flyovers/viaduct projects.	2275
vii	Employment of the Key Personnel with firm.	650
<b>Total</b>		<b>6500</b>

**CLASSIFICATION OF MARKS FOR CALCULATING TECHNICAL SCORE**

SI No	Criteria	Marks Range
i	Number of years after Establishment of the Firm (Max 325marks)	5 to 10 years :120 marks.
		>10 years up to 15 years :240 marks.
		>15 years :325 marks.

ii	Bidder in the last five years ending with 2019-20 achieved in at least any two financial years a minimum annual financial turnover from Consultancy services  <b>(Max 350 marks)</b>	>Rs 24.00 Cr up to Rs.40 cr. :130 marks.
		>Rs. 40 cr. up to Rs.80 cr. :250 marks.
		> Rs.80 cr. :350 marks.
iii	Experience in PMC as engineer/Independent Engineer/Authority Engineer/General consultant for Metro Rail/Monorail/ flyover/road cum flyover projects in the last 07 years as on last date of submission of bids apart from the qualifying works considered in EQC Clause 3.2A <b>(Max 1000 marks)</b>  <b>Note: 1.</b> In case of Flyover/road cum flyover contracts, at least length of one flyover should be $\geq 1.50$ Km (excluding length of ramps) at a stretch.	Each work of Contract value > Rs. 19.20 Cr up to Rs. 30 Cr. :250marks
		Each work of Contract value > Rs.30 cr. Up to Rs.50 Cr :500 marks
		Work of Contract value > Rs. 50 cr. :1000 marks
iv	Experience of the firm in DPR preparation/ Feasibility Study cum Preliminary Design Report for Elevated Corridors for Road, Metro Rail/Monorail projects in the last 07 years as on last date of submission of bids. or Experience in PMC as Engineer/Independent Engineer/Authority Engineer/General consultant in infrastructure projects other than sl. no.(iii) in the last 07 years as on last date of submission of bids  <b>(Max 600 marks)</b>	1 to 2 projects :150 Marks
		3 to 4 projects : 400 Marks
		> 4 projects : 600 Marks
v	<b>Total Experience of Key Personnel (Max 1300 marks)</b>	
Positions	(a) Project Leader/Team leader	25 to 28 years of experience :80 Marks
		>28 up to 30 years of experience :140 Marks
		> 30 years of experience :180 Marks
	(b) Resident Engineer (each).	20 to 23 years of experience : 50Marks
		>23 up to 28 years of experience :80 Marks
		> 28 years of experience :140Marks
	(c) Contract Specialist(each)	20 to 23 years of experience :50Marks
		>23 up to 28 years of experience :80 Marks
		> 28 years of experience :140Marks
	(d) Senior Engineer(each)	12 to 15 years of experience : 35 Marks

			>15 up to 23 years of experience	:50 Marks
			> 23 years of experience	:80 Marks
<b>vi</b>	Experience of the <b>Key Personnel</b> in construction management of major Railways/Metro/Flyovers/viaduct projects <b>(Max 2275 marks)</b>			
positions	a	Project Leader/Team leader	03 years of experience	: 220Marks
			>03 years up to 05 years of experience	:280 Marks
			>05 years of experience	:310 Marks
	b	Resident Engineer(each)	02 years of experience	:110 Marks
			>02 up to 03 years of experience	:155 Marks
			>03 years of experience	:220 Marks
	c	Contract Specialist (each)	02 years of experience	:110 Marks
			>02 up to 03 years of experience	:155 Marks
			>03 years of experience	:220 Marks
	d	Senior Engineer(each)	1 year of experience	:70 Marks
			>1 year of experience	:155 Marks
	<b>vii</b>	Employment of the <b>Key Personnel with the firm (Max 650 marks)</b>		
	a	Project Leader/Team leader	1-2 years	: 50Marks
			>2 up to 5 years	: 70Marks
			> 5 years	: 90 Marks
	b	Resident Engineer (each).	1-2 years	: 30 Marks
			>2 up to 5 years	: 50 Marks
			>5 years	: 70 Marks
	c	Contract Specialist (each)	1-2 years	: 30 Marks
			>2 up to 5 years	: 50 Marks
			>5 years	: 70 Marks
	d	Senior Engineer(each)	1-2 year	: 20 Marks
			>2 up to 5 years	: 30 Marks
			>5 years	: 40 Marks