

RFP No: BMRCL/Phase-2A&2B/Airport Depot & Byp Depot /DDC2021/76



Driving Bangalore Ahead

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

Name of Assignment: "Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodelling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project- Phase-2A&2B."

BMRCL/Phase-2A&2B/Airport Depot & Byp Depot/DDC/2021/76

May- 2021

Technical Proposal



Bangalore Metro Rail Corporation Limited

REQUEST FOR PROPOSAL (RFP)

RFP NO: BMRCL/Phase-2A&2B/Airport Depot & Byp Depot/DDC/2021/76

Name of Assignment : “Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodelling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project- Phase-2A&2B.”

Technical Proposal



BANGALORE METRO RAIL CORPORATION LTD.

(A Joint Venture of GOK & GOI)
3rd Floor, BMTC Complex, K.H. Road
Shanthinagar, Bengaluru-560 027 (India)
Telephone No. 080-22969300/301 Fax: 080-22969222
Email: contracts@bmrcl.co.in Web site: www.bmrcl.co.in

BANGALORE METRO RAIL PROJECT, PHASE- 2A&2B
RFP NOTIFICATION

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites open bids through **National Competitive Bidding (Single stage – Two Envelope System)** from eligible, reputed and experienced Consultants (**JV Permitted**) having previous experience in the consultancy of similar nature, volume and complexity completed during last seven years ending as on date of submission of the bid for the services of **“Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodelling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project- Phase-2A&2B.”**

Key Details of the Bid:

| BMRCL/Phase-2A&2B/Airport Depot & Byp Depot/DDC/2021/76 | | | | | dated:06.05.2021 |
|---|---|---------------------|---|-------------------------------|---|
| Sl. No | Name of Service | Duration of Service | Cost of Bid Document | Sale Period of Bid Documents | Date & time of submission of bid |
| 1 | “Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodelling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project- Phase-2A&2B.” | 36 Months | INR 2360/- (Rupees Two thousand three hundred and sixty only) | From 06.05.2021 to 05.06.2021 | From 07.06.2021 to 14.06.2021 on all working days from 10.00 Hrs. to 17.30 Hrs. (IST) and on 15.06.2021 from 10.00 Hrs. to 15.00 Hrs. (IST) |

Note:

- Bidders can download RFP document against online payment for Rs.2360/- (Rupees Two thousand three hundred and sixty only) inclusive of GST, from BMRCL website www.bmrcl.co.in during sale period of RFP documents.
- Alternatively, Bidders can download RFP document by obtaining **login password** on all working days from 11.00 to 17.00 hours during sale period of bid documents at Registered Office of BMRCL, BMTC Complex, Shanthinagar, Bengaluru-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs. 2360/- (Rupees Two thousand three hundred and sixty 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 Bengaluru.
- The procedure for online download is available in our webpage: www.bmrcl.co.in.
- The intending Bidders are required to submit all the credentials and information as required in the Bid documents with the requisite Bid Securing Declaration at the time of submission of the Bid.

Further details will be available on web site: www.bmrcl.co.in from 06.05.2021

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd.

BANGALORE METRO RAIL CORPORATION LIMITED**TO****FROM**

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

Sub: – “Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodelling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project- Phase-2A&2B.”

RFP Notification No.: BMRCL/Phase-2A&2B/Airport Depot & Byp Depot/DDC/2021/76 dated. 06.05.2021

LETTER OF INVITATION (LOI) - SECTION –1

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites open bids through National Competitive Bidding (Single stage – Two Envelope System) from eligible, qualified, reputed and experienced Consultants (JV Permitted) for the services of **“Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodelling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project- Phase-2A&2B.”**

1. The Scope of service is provided in ‘Terms of Reference separately in the RFP document’.

2. Key Details:

| SI No | Description | |
|--------------|--|--|
| 1 | Duration of service | 36 Months |
| 2 | Cost of Bid document | INR 2360/- (Rupees Two thousand three hundred and sixty only) |
| 3 | Sale Period of Bid Documents | From 06.05.2021 to 05.06.2021 |
| 4 | Last date for Seeking Clarification | 21.05.2021 at 17.30 hrs |
| 5 | Date & time of submission of Bid (‘In Person’ OR through ‘Couriers/Posts’) | From 07.06.2021 to 14.06.2021 on all working days from 10.00 Hrs. to 17.30 Hrs. (IST) and on 15.06.2021 from 10.00 Hrs. to 15.00 Hrs. (IST) |
| 6 | Date & Time of opening of bid | 15.06.2021 at 15.30 (IST) |
| 7 | <ul style="list-style-type: none"> • Authority for purchase of bid documents(online only), seeking clarifications and submission of completed bid documents. • Place of submission of bid. | General Manager (Contracts), Office of the Bangalore Metro Rail Corporation Limited, Third Floor, BMTC Complex KH Road, Shantinagar, Bengaluru-560027, Karnataka, India Email: contracts@bmrc.co |

3. **Source of Funds:** BMRCL is a 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.

4. The Bid documents consist of Technical and Financial proposals as mentioned in ITB Clause 5.

5. Bidders can download Bid document against online payment for Rs.2360/- /-(Rupees Two thousand three hundred and sixty only) inclusive of GST, from BMRCL website www.bmrc.co.in during sale period of Bid documents.The procedure for online download is available in our webpage www.bmrc.co.in.

Procedure for Bidders opting for online purchase of Bid documents:

- i. Visit web site www.bmrc.co.in
- ii. Register online. (one-time process)
- iii. Make payment through Gate Way as available in the website.
- iv. Download, complete bid document.

- v. Frequently check website and also registered mail for any Addendum/Corrigendum/Answered Pre bid queries.
6. Alternatively, Bidders can download Bid document by obtaining **login pass word** on all working days from 11.00 to 17.00 hours during sale period of Bid documents at Registered Office of BMRCL, BMTC Complex, Shanthinagar, Bengaluru-560027 on submission of a requisition letter and a non-refundable fee in the form of Crossed Demand Draft for Rs.2360/- (Rupees Two thousand three hundred and sixty 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 Bengaluru.

Procedure for Bidders opting for downloading of Bid documents using Login pass word against DD.

- i. Visit web site: www.bmrc.co.in
 - ii. Enter login password obtained from BMRCL.
 - iii. Download, complete bid document.
 - iv. Frequently check website and also registered mail for any Addendum/Corrigendum/ Answered Pre bid queries.
7. Submission of Bids shall be closed at the date & time of submission prescribed in LOI after which no Bids shall be accepted. It shall be the responsibility of the bidder to ensure that his Bid is submitted before the deadline of submission. BMRCL will not be responsible for non-receipt of bid due to any delay and/or loss etc.
8. A firm who has purchased the bid documents in their name, (vide para 5 & 6 above) can submit the Bid either as individual firm or in Joint venture/consortium.
9. Subject to Cl. 2 of EQC, eligible bidders are required to satisfy qualification criteria as per Cl.3 of EQC to participate in this bid.
10. Bids shall be valid for a period of **90 days** (both days inclusive i.e. the last date of submission of bids and the last date of period of validity of the bid) from the last date of submission of bids as indicated in LOI.
11. Bid shall be accompanied with Bid Securing Declaration as described in ITB clause 13.0.
12. Contract will be awarded to the Bidder whose Bid has been determined to be substantially responsive and compliant to the requirements contained in the Bid Documents and who has offered the Lowest Evaluated Reasonable Bid Price.
13. Any suit or application, arising out of any dispute or differences on account of this bid shall be filed in a competent court at Bengaluru, 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 (VOLUME-1)

INFORMATION TO BIDDERS (ITB) - SECTION-2

| Clause Nos | Description | Page Nos |
|--|--|----------|
| A. GENERAL | | 2- 3 |
| 1.0 | Introduction | |
| 2.0 | Information & Requirements | |
| 3.0 | Cost of Bidding | |
| 4.0 | Site Visit | |
| B. BID DOCUMENTS | | 3 |
| 5.0 | Contents of Bid Documents | |
| 6.0 | Clarification on Bid Documents | |
| 7.0 | Amendment to Bid Documents | |
| C. PREPARATION OF BIDS | | 4-6 |
| 8.0 | Language of Bid | |
| 9.0 | Composition of Submittals | |
| 10.0 | Bid Price | |
| 11.0 | Currencies of the Bid | |
| 12.0 | Bid Validity | |
| 13.0 | Bid Securing Declaration | |
| 14.0 | Deleted | |
| 15.0 | Deleted | |
| 16.0 | Format and Signing of Bids | |
| D. SEALING AND SUBMISSION OF BIDS | | 6-7 |
| 17.0 | Sealing and Marking of Bids | |
| 18.0 | Submission of Bids | |
| 19.0 | Late Bids | |
| 20.0 | Modification and withdrawal of Bids | |
| E. BID OPENING AND EVALUATION | | 7 - 9 |
| 21.0 | Bid Opening | |
| 22.0 | Process to be Confidential | |
| 23.0 | Clarification of Bids | |
| 24.0 | Determination of Responsiveness | |
| 25.0 | Evaluation of Bid | |
| 26.0 | Correction of Errors | |
| F. AWARD OF CONTRACT | | 9-10 |
| 27.0 | Award Criteria | |
| 28.0 | Employer's Right to Accept any Bid and to Reject any or All Bids | |
| 29.0 | Notification of Award | |
| 30.0 | Signing of Contract Agreement | |
| 31.0 | Performance Security | |
| 32.0 | Settlement of Disputes of the Bid Process | |
| 33.0 | Contact Person in BMRCL Office | |

INFORMATION TO BIDDERS (ITB)**A GENERAL****1.0 INTRODUCTION**

The Bangalore Metro Rail Corporation Limited is a joint venture enterprise 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 km with 40 stations. The East West Corridor is for a length of 18.2 km and North South Corridor is for a length of 24.1 Km. The underground section, which is 8.80 km in length, has seven stations including the interchange station at Majestic.

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 km with 61 stations (49 Elevated and 12 Underground).

- 1.1 This Bid is for engagement of Consultant for the services of "Detailed Design Consultancy (DDC) for Airport Depot at Doddajala and Remodeling of existing Baiyappanahalli Depot for Bangalore Metro Rail Project - Phase-2A&2B."

2.0 INFORMATION & REQUIREMENTS

- 2.1 Bids are invited through National Competitive Bidding. Pursuant to clause 2.1 of EQC, Bidder may apply as a single entity or any combination of entities in the form of a Joint Venture/Consortium.
- 2.2 Subject to Cl. 2 of EQC, eligible bidders are required to satisfy qualification criteria as per Cl.3 of EQC to participate in this bid.
- 2.3 If Joint Venture is permitted under Cl. 2.1 above, the Bid submittal by a Joint Venture/Consortium, shall comply with the following :
- (a) Any Combination of entities with a formal intent to enter into an agreement (MoU) or under an existing agreement in the form of a Joint Venture/Consortium.
 - (b) One of the members shall be nominated as Lead member. For the purpose of submission of bid proposals, the lead member shall be duly authorized by other members to sign and submit all documents and subsequent clarifications, if any, to the Employer.
 - (c) Lead member must have majority share participation in the JV/Consortium. Change in constitution or percentage participation of JV/Consortium shall not be permitted at any stage after submission of bids.
 - (d) In case of a successful bid, the Contract Agreement shall be individually signed so as to be legally binding on all members/constituents.
 - (e) The lead member as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint venture/Consortium and the entire execution of the contract.
 - (f) All members of the Joint venture/Consortium shall be Jointly and severally responsible for the execution of the Contract.

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

4.0 SITE VISIT:

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

(iii) The agency 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

5.0 CONTENTS OF BID DOCUMENTS

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

| Technical Proposal | |
|--|--|
| 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) |
| Financial Proposal | |
| Form of Price Bid , Pricing Document and Schedule of Deliverables & Payments | |

5.2 The Bidder is expected to examine carefully all the contents of the Bid Documents and take them fully into account before submitting his 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.

6.0 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 bid documents including any error or mismatch in the bid documents, may notify the General Manager (Contracts) in writing by mail/email not later than date fixed for submission of queries/clarifications 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 to all prospective Bidders who have purchased the bid documents directly from the source. Only written communications/clarification will be considered. Bidders should acknowledge receipt of such clarifications. The above referred replies will also be uploaded in the BMRCL website 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. Any modification to the Bid Document that may become necessary subsequently, shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 7.0.

7.0 AMENDMENT TO BID DOCUMENTS

7.1 During the Bidding 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 bids 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 18 of Information to Bidders.

C. PREPARATION OF BIDS

8.0 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.

9.0 COMPOSITION OF SUBMITTALS

9.1 The Bidder shall prepare two sealed envelopes, 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. These two sealed envelopes should be enclosed in an outer single sealed envelope (Envelope-3). Each envelope should be clearly superscripted with 'Request for Proposal Number', 'Name of the Assignment', 'Last Date of Submission of Bid', 'Date and Time of Opening'.

Envelope-1: Sealed Technical Proposal

Envelope-2: Sealed Financial Proposal.

Envelope-3: Sealed Outer Envelope enclosing Envelopes - 1 & 2.

These envelopes shall be addressed to the General Manager (Contracts), BMRCL and submitted at the address given in the NIT.

9.2 TECHNICAL PROPOSAL

9.2.1 The Bidder shall submit '**TECHNICAL PROPOSAL**' in a sealed Envelope-1, which shall comprise the following;

- (a) Bid Securing Declaration, in accordance with ITB 13;
- (b) Written confirmation authorizing the signatory to commit the Bid, in accordance with ITB 16;
- (c) The Forms of Bid shall be complete without any alterations to their format;
- (d) Documentary evidence in accordance with EQC, establishing the Bidder's qualifications to perform the contract;
- (e) All Addendum & Corrigendum issued and Replies furnished to bidder's queries.
- (f) Technical details in accordance with ITB 9.2.2;
- (g) Any other documents which have been requested in the Bid document as a part of the technical qualification.

9.2.1.1. In addition to the requirements under ITB 9.2.1, Bids submitted by a Joint Venture shall include the following documents

- (a) Copy of existing Joint Venture Agreement entered into by all members. Otherwise, MOU to execute a Joint Venture Agreement in the event of a successful Bid. (Appendix-14)
- (b) Power of Attorney to Lead Partner. (Appendix-11A).

9.2.2 Technical Details

The details should cover Technical Approach and Methodology. The Consultant has to explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach and the methodology that would be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Do not repeat the TOR here.

9.3 No information relating to financial terms of service should be included in the technical proposal.

9.4 FINANCIAL PROPOSAL

The bidder shall submit "**FINANCIAL PROPOSAL**" in a sealed Envelope-2 comprising the following documents, duly completed;

- (i) Form of Price Bid
- (ii) Pricing Document.
- (iii) Schedule of Deliverables & Payments

9.5 Technical and Financial Proposals have been described under the respective Clauses 9.2 and 9.4 are to be submitted to qualify. The Technical and Financial proposals should be completed

untampered, each page duly signed and stamped. The 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 Bid Documents including the specifications 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.

10.0 BID PRICE

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 as described in scope of work in Employer's Terms of Reference. The Bidder shall quote **Lump sum price** in figures and words in the Price Document. Corrections if any shall be made by crossing out, initialing, dating and rewriting. The Lump Sum Price shall be fixed and shall cover the sum total of all costs incurred by the DDC for performing the Services. This shall include; salaries, overheads and non-salary expenses, an allowance for contingencies, fees and profits, all other costs and expenses incurred in carrying out the Services as per the requirement to complete the assignment. This cost shall include all costs for sub-consultants, sub-contractors, and any other professional fees or services incurred by the DDC including site visits by DDC during progress of work.

The Bid price or quoted price shall include all State & Central taxes, cess and duty, **excluding GST**. **BMRCL shall pay Output GST**, as applicable and claimed in each of the Invoices.

11.0 CURRENCIES OF THE BID: Bid prices shall be quoted in Indian Rupees only.

12.0 BID VALIDITY

- 12.1 The Bid shall remain valid and open for acceptance for a period of **90 days** (both days inclusive i.e. the last date of submission of bids and the last date of period of validity of the bid) 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 and in that case the Bid Securing Declaration is deemed to be expired. A Bidder agreeing to the request, shall not be required or permitted to modify his Bid.

13.0 BID SECURING DECLARATION

- 13.1 Bidder shall furnish with his Bid, a Bid Securing Declaration as per the format 'APPENDIX – 12'.
- 13.2 The Bid will be summarily rejected by the employer in case, the Bid is not accompanied by Bid Securing Declaration.
- 13.3 The Employer will reject the Bid and further debar the Bidder from participating in any Bid of BMRCL for a period of Two years in accordance with Appendix – 12, if;
- (a) the Bidder withdraws his Bid during the period of Bid validity;
 - (b) the Bidder does not accept the correction of his bid price in terms of ITB Clause 26.0;
 - (c) the successful Bidder fails to:
 - (i) Furnish the necessary Performance Guarantee.
 - (ii) Enter into the Contract within the specified time limit.

14.0 DELETED

15.0 DELETED

16.0 FORMAT AND SIGNING OF BIDS

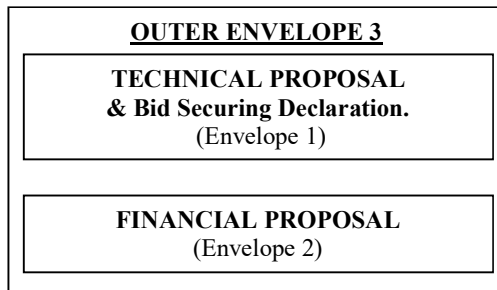
- 16.1 Bid shall be signed by a person duly authorized to sign on behalf of the Bidder.
- (a) In case of Proprietary firm, it shall be signed by the Proprietor himself with seal of the Firm.

- (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 companies / Public Companies / Limited Liability Partnership (LLP), 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.
- 16.2 If a Bid is submitted by a Joint Venture/Consortium, each firm in the Joint Venture/Consortium shall have Power of Attorney to sign the Form of Bid (in accordance with Cl.16.1) and Authorized Representatives of Joint Venture/Consortium with POA shall sign the Bid Documents.
- 16.3 Any amendments such as interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 16.4 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 16.5 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 to the Employer/ Engineer.
- 16.6 General Power of Attorney (GPA) is also acceptable in place of power of attorney. GPA should contain power of signing the bid given by the Board of Directors. The said GPA should have come into force prior to the date of submission of Bid.

D. SEALING AND SUBMISSION OF BIDS

17.0 SEALING AND MARKING OF BIDS

The sealed Outer 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.

18.0 SUBMISSION OF BIDS

- 18.1 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, BMTTC Complex,
 KH Road, Shanthinagar,
 Bengaluru-560 027, Karnataka, India.

The Employer may, at his discretion, extend this 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).

- 18.2 Bids as sealed above shall be submitted '**In Person**' OR through '**Couriers/Posts**', during the period as mentioned in LOI. For submission of the Bid in person, Bidder(s) shall assign person(s) in writing to submit the Bid Document with proper authorization.

19.0 LATE BIDS

Any Bid received or submitted after the deadline prescribed for submission of bids will not be accepted.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 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.

- 20.2 The Bidders' 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.

- 20.3 No modifications shall be permitted after the deadline for submission of the Bids.

E. BID OPENING AND EVALUATION

21.0 BID OPENING

- 21.1 Employer will open the Bids 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 this Technical Proposal).

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 20 shall returned without opening. Then, the Employer will open the outer envelope of all the Bids including "MODIFICATION" outer envelope.

On opening of the outermost Bid envelope, it will be checked whether the Technical Proposal & Financial Proposal Envelopes are sealed separately.. If the Technical proposal and the Financial proposal are submitted together in one envelope, the Employer may reject the entire Bid. If it is in order, then the Technical Proposal will be opened.

- 21.2 The Bidder's name, Bidder's submittals viz; 'Bid Securing Declaration', 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.

- 21.3 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.

- 21.4 The Financial Proposal will be opened in the presence of the authorized representatives of qualified Bidders at BMRCL Office. The **Lump sum amount** as quoted in the financial proposals shall be read out by the Officials of the BMRCL and recorded.

22.0 PROCESS TO BE CONFIDENTIAL

- 22.1 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.
- 22.2 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.

23.0 CLARIFICATION OF BIDS

- 23.1 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.
- 23.2 During evaluation 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 only and 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 26.0 herein.
- 23.3 Delay/refusal to the request for clarification as referred in the above Para 23.1 and 23.2 may result in the rejection of the Bid.

24.0 DETERMINATION OF RESPONSIVENESS

- 24.1 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 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.
- 24.2 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.
- 24.3 The decision of the Employer as to which of the bids are not substantially responsive shall be final.

25.0 EVALUATION OF BID**25.1 Evaluation of Technical Proposals**

25.1.1 The Employer will carry out technical evaluation of submitted Technical Proposal to determine the bidder has a full comprehension of the Consultancy. Where a bidder's Technical submittal is found to contain any material deviation or reservation with the requirement of Consultancy, it may be rejected.

25.1.2 Evaluation of Technical Proposal involves verification of Bid Securing Declaration for its adequacies in accordance with Clause 13 of ITT.

25.1.3 Further Technical Proposal will be evaluated for Eligibility and Qualification Criteria (EQC). If the Bidder fails to meet the requirements of EQC, then evaluation of other technical parameters will not be done and Financial Proposals of those bidders will not be opened.

25.1.4 Technical Proposals of those bidders meeting the requirements of EQC and found to be substantially responsive only will be qualified for opening of their Financial Proposals. The date and time of opening of Financial Proposal shall be informed separately to the Bidders who meet Technical requirements.

The offers of Bidders 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 Financial proposal(s) of such Bidder(s) shall not be opened and returned unopened after the Letter of Acceptance has been signed by the successful Bidder.

25.2 Evaluation of Financial proposal

25.2.1 The evaluation of Financial Proposal of Technically eligible bidders will take into account, in addition to the bid amounts (quoted in lump sum), the following factors:

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

25.2.2 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.

26.0 CORRECTION OF ERRORS

26.1 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:

- (a) **Where there is a discrepancy between quoted Lump sum amount in figures and in words, the Amount in words will govern.**

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

26.2 Conditional quote for any or all schedules of Pricing document will lead to rejection of Bid.

F. AWARD OF CONTRACT

27.0 AWARD CRITERIA

The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 25 to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

28.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 27.0, 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(s) or any obligations to inform the affected Bidder(s) of the grounds for Employer's action.

29.0 NOTIFICATION OF AWARD

29.1 Prior to the expiration of the period of Bid validity, the Employer will notify the successful Bidder in writing/email, that his bid has been accepted. The letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the amount which the Employer will pay the Bidder in consideration of the Consultancy (hereinafter and in the Conditions of Contract called 'the Contract Price').

29.2 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.

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

29.4 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 29.2 above, the employer will promptly discharge/return the unopened Financial Proposals of the non-responsive Bidders.

30.0 SIGNING OF CONTRACT AGREEMENT

- 30.1 The Employer shall prepare the Contract Agreement in the form as prescribed in schedule 1 to the Forms of Bid, with such notifications as may be necessary for duly incorporating all the terms of agreement between the two parties. **Within 30 days from the date of issue of Letter of Acceptance, the successful 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.
- 30.2 The successful Bidder shall submit Power of Attorney (if any change in authorization) within 21 days from the date of issue of the Letter of Acceptance:

31.0 PERFORMANCE SECURITY

The successful bidder shall furnish to the Employer a Performance Security in accordance with sub clause 3.3 of the Conditions of Contract within **21 days** of issue of Letter of Acceptance. The Form of Performance Security provided in Schedule-2 of Schedules to Forms of Bid shall be used.

32.0 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 Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

33.0 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

TECHNICAL PROPOSAL (VOLUME-1)

Eligibility cum Qualification Criteria (EQC): Section-3

| Sl. No. | Description | Page No |
|----------------|-------------------------------|----------------|
| 1.0 | General Information | 2 |
| 2.0 | Eligible Bidders | 2-5 |
| 3.0 | Qualification Criteria | 5-6 |

1.0 GENERAL INFORMATION.

- 1.1 The Bidders should demonstrate their capabilities, by providing data based on their Consultancy experience, past performance, their personnel and financial resources.
- 1.2 Information supplied by the Bidder must apply to the Bidder or Constituent member (In case of JV/Consortium) named in the application, 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 and such material if submitted will be disregarded.
- 1.4 Bids will be evaluated as per the Eligibility cum Qualification criteria & other requirements stipulated in the RFP document. The Bid is liable to be rejected, if the credentials and information required are not submitted in entirety as per the RFP document.
- 1.5 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. Bidders 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.

2.0 ELIGIBILITY

- 2.1 Bidder may be a Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company. Bidder may apply as a single entity or any combination of such entities in the form of a Joint Venture/Consortium. There should not be more than TWO members in a Joint Venture.
- 2.2 Only Bidders who satisfy the condition of 'Class-I Local Supplier' as per clause 2.3 of EQC shall be eligible to participate in this bid.
- 2.3 **Class-I Local Supplier:** 'Class-I Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum Local content of 90%.
- 2.4 **Local Content:** 'Local content' means the amount of value added in India which shall, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as proportion of the total value, in percent.
- 2.5 The minimum Local Content for this service shall be certified as below;
 - (a) The '**Class-I Local Supplier**' at the time of Bid submission shall provide self-certification that the item offered meets the minimum 'Local Content' and shall give details of the location(s) at which the local value addition is made. (Appendix-2).
- 2.6 Bidder claiming as '**Class-I Local Supplier**' is exempted from meeting the stipulated '**Local content**' in case, if the product is being manufactured in India under a license from a foreign manufacturer, who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content, subject to submission of necessary documents.
- 2.7 Bidder shall note that in case of 'Imported Products', the related services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc., shall not be claimed as Local value addition. Such services will not be considered as 'Local Content'.
- 2.8 A committee with Internal and external experts for Independent verification of self- Declarations by the bidder may be constituted by BMRCL on random basis and in case of complaints.
- 2.9 In case of false declarations by a bidder claiming as Class-I Local Supplier, the following actions will be taken;
 - (a) The proposal submitted by the bidder will be rejected.
 - (b) The bidder will be debarred for up to Two years to claim as a Class-I Local supplier.

2.10 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), Government of India or the Competent Authority constituted by Government of Karnataka. Registration should be valid at the time of submission of bids and at the time of acceptance of bids.

- 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: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. 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.

2.10.1 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. 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.

2.11 Bidders (each member in case of JV) shall not have a conflict of interest that affects the Bidding Process. Any Bidders found to have a Conflict of Interest shall be disqualified. A bidder will be deemed to have Conflict of interest with one or more parties in this bidding process, if:

- (a) A Bidder participates in more than one bid in this bidding process, either individually or as a member of a JV/Consortium, this will result in the disqualification of all Bids in which it is involved. No bidder can be a sub-consultant while participating individually or as a member of a JV/Consortium in the same bidding process.
- (b) The bidder has been engaged by the Employer to provide consulting services for the preparation of DPR.
- (c) 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 & Ph2B.
- (d) The bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in Executing services related to procurement for on implementation of this project, if the personnel would be involved in any capacity on the same project.

2.12 As on date of submission of Bid, the Bidder (each member in case of JV) should not be excluded as per the GROUNDS FOR EXCLUSION. The Bidder should submit an undertaking to this effect.

i) GROUNDS FOR EXCLUSION will constitute the following, 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, unless they provide supporting information together with their Statement of Integrity which shows that this conviction is not relevant in the context of this project;
- (c) are listed for financial sanctions by the United Nations, the European Union 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) are subject to an exclusion decision of the World Bank, since 30 May 2012, and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity which shows that the exclusion is not relevant in the context of this project;
- (g) 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.
- (h) 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.
- (i) have been considered ineligible due to execution of Bid–Securing Declaration by any Central Govt./State Govt./PSUs.

- (j) have been Black listed/debarred /banned business by any Central Govt./State Govt./PSUs
 - (k) have left/abandoned the services awarded incomplete on his own in the last 05 years.
 - (l) have been rescinded / terminated by BMRCL / Any Other Metro Organization (100% owned by Govt.) after award during last 3 years (from the day of bid submission) due to non-performance of the service, executed either individually or in a JV/Consortium for services
 - (m) have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Contract awarded by BMRCL/ any other Metro Organization (100% owned by Govt.), during last three years (from the day of bid submission).
- ii) 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 willfully concealed the information and the Bidder shall be solely responsible for all implications that may arise in accordance with the conditions of this Bid.
- iii) 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 service not yet awarded, the Financial Proposal will not be further considered for evaluation. In case services has been awarded, it will result in cancellation of contract.

3.0 QUALIFICATION CRITERIA

Pursuant to clause 2.0, Eligible Bidders are required to meet the criteria as provided in the succeeding paragraphs in order to qualify.

3.1 CONSULTANCY EXPERIENCE: The Consultancy experience criteria requirements are given below in the following table:

| Criteria Requirement | Compliance Requirements | | | Documents submission Requirements | |
|---|--|---|--|--|---------------------------|
| | Single Entity | Joint Venture | | | |
| | | All members combined | Each member | One member (Lead member) | |
| The consultant must have successfully completed/substantially completed Consultancy contract(s) of *Similar nature within the last 7 years ending date of bid submission either as a single entity or as a JV member, where the value of the consultancy contract(s) meets or exceeds INR 5.04 Crores. | Must meet requirement (in maximum of Two Contracts) | Must meet requirement (in Two Contracts) | Must meet 10 % of the requirement (in One Contract) | Must meet 40 % of the requirement (in One Contract) | Appendix-5 and Appendix-6 |

Notes:

1. ***Similar nature consultancy contract means:** Detailed Design Consultancy or Proof Checking of civil (structural), Architectural and Building services for major Infrastructure Projects such as Stations for Mono/Metro/Railway OR Depot/Workshop for Mono /Metro/Railway OR Airport Terminal OR Bus Terminal / Bus Depots.
2. Client certificates are mandatory for establishing the Consultancy experience of the Consultant. In case the required documents are not submitted, that Consultancy will not be considered for qualifying purposes.
3. The consultancy contracts are considered as substantially completed 80% or more of the Civil work is physically completed which is to be substantiated by a certificate from the Employer/Engineer.
(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.

4. In case the consultancy is executed for private client, copy of consultancy 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 will not be considered for qualifying purposes and the bidder may be disqualified.

5. In case the Consultancy is executed as a member of Joint venture/Consortium the value of Consultancy executed, shall be considered as per actual amount received by the member(s) in that Joint venture/consortium.

6. In case the Consultancy is executed as sub-consultant, client’s signed copy of agreement with main contractor/consultant, approval of client for being engaged as sub-consultant and certificate (completed/substantially completed) from main contractor/consultant are to be submitted.

7. Value of completed consultancy in foreign currency shall be converted to Equivalent INR, using the selling exchange rate of Reserve Bank of India as on 28th day prior to the last date of submission of Bid. In case publication is not available on 28th day, previous working day published exchange rate shall be considered for evaluation.

8. Indian Subsidiary of a Foreign Company can use the technical experiences of said Parent Holding Company and its Sister Companies in order to qualify the stipulated criteria subject to ‘No Objection Certificate (NOC)’ form such Company. Financial information of the Parent company will not considered for qualifying under clause 3.2 Financial Standing.

3.2 FINANCIAL STANDING: The Financial qualification criteria requirements are given below in the following table:

| Criteria Requirement | Compliance Requirements | | | | Documents submission Requirements |
|---|-------------------------|-----------------------|------------------------|--------------------------|-----------------------------------|
| | Single Entity | Joint Venture | | | |
| | | All members combined | Each member | One member (Lead member) | |
| 3.2 (i) Net Worth: Consultant should have Net Worth positive in the last Two financial years ending with 2019-20. | Must meet requirement | Not applicable | Must meet requirement | Must meet requirement | Appendix-7 |
| 3.2 (ii) Annual Turnover: Minimum annual Consultancy turnover of INR 6.3 Crores calculated as total certified payments received for contracts in progress or completed, in any two financial years within the last 05 (Five) years ending 2019-20. | Must meet requirement | Must meet requirement | 25% of the requirement | 40% of the requirement | Appendix-7 |

Note:

1. Financial data for last five financial years 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. Financial data reflects the financial situation of the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates.
3. 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.
4. In case audited balance sheet of the last financial year ending with 2019-2020 is not made available by the Bidder, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous audited financial years will be taken into consideration for evaluation.