

# INSTRUCTIONS TO TENDERERS

(Note: Clauses in this section start from 100)

## 100 GENERAL INSTRUCTIONS

101. On behalf of the Managing Director- Bangalore Metro Rail Corporation Ltd, Bangalore, (herein after referred to as the Purchaser), Deputy Chief Engineer (Depot), invites tenders from established and reliable Original Equipment Manufacturers /authorized Indian suppliers for the supply of equipment/plant as set forth in the "Schedule of Requirement."
102. The Tenderer shall bear all costs associated with the preparation and submission of his tender. All offers in the prescribed format at Annexure-1 should be submitted by the prescribed date and time as set out in the tender documents. Offers received after the stipulated time and date, are liable to be rejected.
103. All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
104. Tender document comprise:  
Notice for Invitation of Tender (NIT)  
Instructions to Tenderers (ITT)  
Form of Tender (FoT)  
Conditions of Contract (CoC)  
Schedule of Requirement (Technical Specification)  
Annexures
105. Amendment of Tender Documents

At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, amend the tender documents.

The amendment will be notified in writing to all prospective tenderers who have purchased the tender documents and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein have been taken into account by the Tenderer in his tender submittals.

## 200. COMPLIANCE WITH TECHNICAL SPECIFICATION

201. The equipment/plant offered should be in accordance with the stipulated specifications in "Schedule of Requirement".
202. The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. If no indication is provided, it will be deemed that the bid is fully compliant to the specifications.

## 300. QUALIFYING REQUIREMENTS OF TENDERERS

301. The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that:  
"The tenderer is the Original Equipment Manufacturer (OEM) or Authorized Indian supplier of the OEM of the Equipment/Plant."

## 400. TENDER GUARANTEE

401. Tender Guarantee for an amount as stipulated in the "Form of Tender" shall accompany the tender. Tender Guarantee shall be in any one of the following form:
- I. A crossed Demand Draft/Pay Order/Banker's cheque in favour of the "Bangalore Metro Rail Corporation Ltd," from a Nationalized Indian Bank or from a reputable scheduled commercial Bank, payable at Bangalore.
  - II. An irrevocable Bank Guarantee issued from 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 in the form given in Annexure -2 to the Tender documents.
402. The Tender Guarantee shall be valid for 180 days from the latest date of submission of Tender and remain deposited with the Purchaser for the period of 180 days from the date of opening of tenders. If the validity of the offer is extended, the Tender Guarantee shall also be duly

extended, failing which, the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

403. No interest will be payable by the Purchaser on the Tender Guarantee.
404. The Tender Guarantee deposited is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of his offer.
405. The Tender Guarantee of the successful tenderer will be returned after the Performance Guarantee as required (clause-600 of the conditions of contract) is furnished.
406. If the successful tenderer fails to furnish a Performance Guarantee as specified in clause 600 of the Conditions of Contract, then the Tender Guarantee shall be liable to be forfeited by the Purchaser.
407. The Tender Guarantee of all unsuccessful tenderers will be returned by the Purchaser within one month after issue of Letter of Acceptance (LoA) to the successful tenderer.
408. Any tender not accompanied by Tender Guarantee in one of the approved forms given in clause 401 above shall be summarily rejected.

#### **500. SUBMISSION OF OFFERS**

501. All offers shall be either type written or written neatly in indelible ink.
502. Any individuals signing the tender or other documents connected therein should specify whether he is signing: -
- (i) as sole proprietor of the firm or as attorney of the sole proprietor;
  - (ii) as a partner or partners of the firm;
  - (iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
503. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
504. All prices and other information like discounts etc; having a bearing on the price shall be written both in figures and words in the prescribed offer form.
504. The envelope containing the offer should be sealed and marked "OFFER FOR TENDER NO.....OPENING DATE..... TIME.....Hrs". Apart from the offer to be submitted as detailed above, no copy of the offer should be sent to any other offices either at Bangalore or elsewhere.
505. The Tender Guarantee shall be submitted in a **separate envelope** marked "Tender Guarantee for Tender No. .... OPENING DATE..... TIME.....Hrs".
506. Offers shall be as per the "Instruction to Tenderers" and "Conditions of Contract" given in the Tender documents. Each page of the Tender shall be signed by the Authorized Signatory of the tenderer.
507. The tenderer should avoid ambiguity in his offer for example: if the offer is to standard sizes, lengths dimensions, it should specifically state them in detail in Metric Units without any ambiguity. Brief descriptions such as 'standard lengths' etc; should be avoided in the offer.

#### **600. PRICE BASIS AND INDEMNITY**

601. Tenderer shall quote his price for delivery of stores at BMRCL's depots at Bangalore, inclusive of Excise duty, insurance, transportation, handling etc; but without other Duties, Taxes, Levies, and any other charges leviable and payable to the authorities. Entry Tax, and VAT shall be paid separately on submission of documentary proof of such payment made to the concerned authorities.
602. The prices quoted shall be firm and not subject to any variation.

#### **700. OPENING OF TENDERS BY PURCHASER**

701. Purchaser will open the tenders, including withdrawals and modifications in the presence of tenderer's designated representatives who choose to attend, at the time, date, and location as stipulated. The representatives must bring with them an authority letter on the letterhead of the

tenderer or their Authorized Indian Agent (as the case may be) duly signed by the competent authority authorising them to attend the tender opening, failing which, they will not be allowed to attend the opening of the tenders at BMRCL.

702. Envelopes marked "WITHDRAWAL" shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.
- a. The Tenderer's names, the Tender Prices, including any alternative Tender Price or deviation, any discounts, tender modifications and withdrawals, the presence (or absence) of tender guarantee, and any such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.
  - b. No tender shall be rejected at tender opening except for late tenders or tenders not accompanied by an acceptable Tender Guarantee.
  - c. Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

## **800. EVALUATION OF THE OFFERS**

### **801. Preliminary Examination of Tenders**

- a. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required guarantees have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, his tender will be rejected and the Tender guarantee will be forfeited.
- c. The Purchaser may waive any minor informality, nonconformity or irregularity in a tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical and commercial evaluation.
- d. Prior to the detailed evaluation, the Purchaser will determine whether each tender is of acceptable quality, is complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms and conditions.

802. During tender evaluation, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted.

803. The tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable tender in the interest of the Purchaser, as specified in the specification and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

804. The amount quoted by the Tenderer is for finished items of the Equipment/Plant all in cost comprising of the Basic rate, Excise Duty, Packing and Forwarding Charges, insurance, freight and handling charges up to the destination which will be reckoned for relative positioning of bids.

All offers will be arranged in ascending order of all in cost.

After arranging the offers as above, technically unsuitable offers will be passed over. Offers not conforming to tender schedule, offers from defaulters etc. may also be passed over.

805. Tenderer shall quote his price inclusive of Excise duty but without other Duties, Taxes, Levies, and any other charges leviable and payable to the authorities. Entry Tax, and VAT shall be paid separately to the Contractor on submission of documentary proof of such Payments made to the concerned Authorities. It should be noted that,

- (a) **Entry Tax** on plant and equipment, spares etc shall be paid on actuals subject to proof

- of payment.
- (b) **VAT** on the Supply and Commissioning of equipment/plant at BMRCL Depots shall be shown separately in the running bills and will be paid in accordance with the provisions of the Karnataka Value Added Tax Rules.
  - (c) VAT on Spares etc supplied shall be paid by BMRCL separately.
  - (d) **Customs Duty:** If the machinery/Plant is to be imported, it should be done against bidder's import license. Custom Duty, Port handling and associated expenses shall be included in the quoted price in Indian Rupees. Purchaser will not make any payment separately for such duties and expenses.

The Tenderer shall also give breakdown of his Price clearly giving the Excise Duty along with applicable rate in the form given as attachment to Annexure -1 which has been included in the price quoted.

There is 'NO' waiver and exemption from Government of Excise Duty, Taxes, other Royalties, Duties, Cess, Octroi/ Entry Tax and lavies payable to various authorities. Consignee for the stores will be the Purchaser.

The successful Tenderer shall maintain complete records of duties, other taxes and levies, etc payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Purchaser.

**It May be noted that, Tenderer shall not include Service Tax either in the contract price or claim it separately, as Service tax is exempted for this project as per Notification No. 23/2007 – Service Tax dated 22.05.2007.**

In case of introduction of New Legislation or change in the existing structure of Central/State Taxes, Duties, Levies and cess etc. after the due date of Tender submission, the same shall prevail and the Contractor shall produce the relevant notifications issued by Authorities for change in the Tax/Duty/Leavy etc; for consideration.

806. The tenderer shall ascertain all applicable Central Taxes and Duties and avail eligible exemptions, Concessions including MODVAT/CENVAT benefits available for such projects and accordingly take them in consideration for the Tender pricing.

#### **900. ACCEPTANCE OF TENDER**

901. The purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.
902. The Purchaser reserves the right to increase or decrease the quantity up to 50% of the quantity offered. The successful tenderer is bound to accept the increase or decrease in the quantity under this clause at the time of placement of contract or during the currency of the contract. The quantity may be further increased/ decreased at the mutual consent of the Purchaser and contractor. While operating this clause the quantity shall be rounded off to the nearest whole number and a number less than 0.5 shall be ignored and 0.5 or more shall be rounded off to the next whole number.
903. Acceptance of tender will be communicated by a formal Letter of Acceptance (LoA). The tenderer should submit in writing his acceptance of the LoA within 10 days.
904. **Tender document is not transferable and the party to whom tender has been sold can only quote/submit their offer against the tender. Tenderer cannot authorize any other party on his behalf. All correspondence will be made with the tenderer to whom tender document has been sold.**

#### **1000. EFFECT AND VALIDITY OF OFFER**

1001. The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action and claim, against the Purchaser for rejection of offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
1002. The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred and eighty) calendar days from the latest date of submission of tenders.

1003. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the Tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers or the price by requesting for such information from any or all the tenderers, in writing. Tenderers will not be permitted to change the substance of their offers or the price after the offers have been opened.

**1100. GENERAL**

1101. The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

**1200. LAST DATE OF RECEIPT OF TENDERS**

1201 The offers complete in all respects should reach the Bangalore Metro Rail Corporation Ltd, Bangalore, not later than the date and time specified in the "Invitation of Bids".

**1300. CHECK LIST**

1301. A check List has been included as Annexure-4 of this document. This has been designed to help the tenderers in submitting complete offers. An incomplete offer is liable to be rejected.

The tenderers must fill the Check List and submit along with their offer.