

SECTION – 2

INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

1.0 INTRODUCTION:

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders (**Single stage – Single envelope**) from eligible tenderers for Hiring of Office Accommodation with Built-up area of minimum 2000 sq ft. along Bannerghatta road between IIM & Dairy Circle on Rental basis.

2.0 The tender consists of the following documents

Technical Proposal	
Section : 1	Notice Inviting Tender (NIT)
Section : 2	Instruction to Tenderers (ITT)
Section : 3	Form of Tender
Section : 4	Terms and Conditions
Section : 5	Financial Proposal: Pricing Document

All tenderers are to note the following:

- (a) In the case of a successful tender, the Form of Rent Agreement shall be signed so as to be bound legally.
- (b) The successful Tenderer is responsible for providing furnished accommodation per the requirements mentioned in Annexure to Form-2.
- (c) Each page of tender document including Addendum, Corrigendum, etc., if any, shall be signed by the legal owner of the property.
- (d) The Tenderer is expected to examine carefully all the contents of the Tender Documents and take them fully into account before submitting his Tender.
- (e) The details required/ documents required as mentioned in Form-2 are required to be mandatorily filled and submitted with along with documents mentioned in Form-4.

3.0 COST OF TENDERING: The Tenderer shall bear all costs associated with the preparation and submission of his tender.

4.0 LANGUAGE OF TENDER: All documents shall be in English language.

5.0 TENDER VALIDITY: The tender shall remain valid and open for acceptance for a period of **90 days** from the Last date of submission of tender as indicated in NIT.

5.0 TENDER SECURITY

- 5.1 The tenderer shall furnish tender security as per details in Para 2 of Notice Inviting Tender. Any tender not accompanied by an acceptable tender security will be summarily rejected.
- 5.2 Tender Security of unsuccessful bidders shall be returned after placement of order. Tender Security of successful bidder shall be returned after possession of hired office space by BMRCL.
- 5.3 The tender security shall be forfeited:
(a) if a Tenderer withdraws his tender during the period of tender validity.
(b) in the case of a successful tenderer, if he fails to Enter into the Contract within the time limit specified
- 5.4 **No interest** will be payable by the Employer on the tender security amount.

B. SEALING AND SUBMISSION OF TENDERS**6.0 SEALING AND MARKING OF TENDERS**

- 6.1 The Tenderer shall submit the tender in person on the date given in the Notice of Invitation to Tenderer, submit (ALL IN ORIGINAL) sealed Single Tender envelope containing **Tender Security, Technical and Financial Package** clearly marked with the name of Tenderer and super scribed as: **“Tender No: BMRCL/PH 2/Office Accommodation/2016/ 11 dated 20.08.2016”**
- 6.2 No responsibility will be accepted by BMRCL for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

7.0 SUBMISSION OF TENDERS

- 7.1 Tenders should be submitted at the following address on the time and the date for submission as intimated in NIT:

General Manager (Contracts)
BMRCL, Third Floor,
BMTC Complex, KH Road, Shantinagar,
Bangalore-560 027.

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

C. TENDER OPENING AND EVALUATION**8.0 TENDER OPENING**

- 8.1 The tender envelope will be opened to ascertain if it contains **Tender security, Technical and Financial document**. The Tender security amount will be checked for its adequacies in accordance with Clause 5 of ITT. In case any short comings are observed, the tender may be rejected at discretion of BMRCL.

- 8.2 The Tenderers name, the amount quoted and any such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be read out and recorded at the time of tender opening. Detailed Evaluation of will be carried out later.
- 8.3 Mere being the lowest bidder financially does not qualify for the award of the contract. He should fulfill all the conditions as terms & condition. Also the amount quoted must be found reasonable by BMRCL.
- 9.0 **PROCESS TO BE CONFIDENTIAL**
- 9.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- 9.2 Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Tenderers tender.
- 10.0 **CLARIFICATION OF TENDERS**
- 10.1 To assist in the examination, evaluation and comparison of Financial Package, the Employer may ask Tenderers individually for clarification of their tenders, including reasonableness of amount quoted. The request for clarification and the response shall be in writing or by Tele-fax but no change in the amount or substance of the tender shall be sought, offered or permitted.
- 10.2 Delay/refusal to the request for clarification as referred in the above Para 10.1 may result in the rejection of the tender.
- 11.0 **EVALUATION AND COMPARISON OF BIDS**
- (a) BMRCL will evaluate and compare the bids which are substantially responsive.
- (b) Evaluated price of all the bidders shall be compared together to arrive at the lowest bidder who quoted lowest amount/month for minimum built-up area of 2000 Sq.ft.
- 12.0 **REJECTION OF TENDERS :**
- 12.1 Bidders to accept all terms & conditions stipulated in this document without taking any deviation. Bidders are requested to note that taking deviation or suggesting modifications to the terms & conditions contained in the bid document may result in bids be considered non-responsive, and the bid is liable for rejections.
- 12.2 Offers received without interiors viz. Furniture/fixtures, Air-conditioners, power back up and required parking etc. or offers with bare-shell structure shall be rejected.
- 12.3 Offers received without copies of proof of ownership, building plan approval etc. shall be rejected.
- 12.4 Offers received from the locations/places other than those specified in the NIT shall not be considered.

D. AWARD OF CONTRACT

13.0 AWARD CRITERIA:

BMRCL shall award the contract to the bidder who is found technically, commercially and financially acceptable.

14.0 NOTIFICATION OF AWARD OF WORK

The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers. The Letter of Acceptance will constitute a part of the contract.

15.0 SIGNING OF AGREEMENT

Within 30 days from the date of issue of Letter of Acceptance the successful tenderer will be required to execute the Rent agreement (format given in the form of tender)

16.0 CONTACT PERSON IN BMRCL OFFICE

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