

BANGALORE METRO RAIL NIRMITI KENDRA

namma
metro



Driving Bangalore Ahead

BID DOCUMENTS

FOR

**SALE OF BLOCK MAKING MACHINE, PALLET HANDLING
SYSTEM, MOULDS, PALLET TRUCK**

BID NO : BMRNK/AUCTION/2

June - 2016



BANGALORE METRO RAIL NIRMITHI KENDRA
3rd floor BMTc complex, K.H Road, Shantinagar, Bangalore-560027
Telephone: 080 22969300/301 Fax 080 22969222
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AUCTION NOTICE

Bangalore Metro Rail Nirmithi Kendra (BMRNK), Bangalore, invites bid from eligible bidders for sale of Plant & machinery on "AS IS WHERE IS BASIS"

Sl. No.	Particulars	Dates
1	Date of Auction Notification	17.06.2016
2	Sale of bid documents	17.06.16 to 04.07.16
3	Site Inspection of Plant & machinery	27.06.2016 at 11.00 am
4	Place of inspection	Chikkajala, Bangalore
5	Last date for submission of bid	Up to 15.00 hrs. on 04.07.2016
6	Opening of Bid	04.07.2016 at 15.30 hrs
7	Contact person	<u>S.Gudge, Dy. CE (UG2) - 9448291151</u>
8	Cost of Bid form (Non-refundable)	Rs.500-(Rupees five hundred only)

The Bid documents can be obtained from the office of Managing director, BMRCL, BMTc complex, III Floor, K.H Road, Shanthinagar, Bangalore-560027. Payment shall be made in the form of demand draft from a branch of Scheduled Commercial Bank (except Co-operative Banks) based in India in favor of "Bangalore Metro Rail Nirmithi Kendra". Payable at Bangalore.

TERMS & CONDITIONS

1.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid to Bangalore Metro Rail Nirmithi Kendra (BMRNK), and BMRNK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of auction.

2.0 INSPECTION OF MATERIALS:

The plant & machinery meant for sale can be inspected during working days, prior to bid. Once a bid is submitted, it is deemed that, the bidding / Intending party has inspected the plant & machinery any claim in this regard after finalization of bid will not be entertained.

3.0 CONTENTS OF BIDDING DOCUMENTS

3.1 Bidder is expected to examine carefully all instruction, terms and condition contained in the bidding documents, before submitting the bid. Any ignorance of the terms and conditions of bid on a later date or acceptance shall be at the risk and responsibility of the bidder.

3.2 The Bid shall be complete in all respects, without any erasers, overwriting etc; the amount shall be indicated both in figures and words. In case of any discrepancy in terms of amount, the amount whichever is higher shall be taken into consideration

4.0 FIXED RATES

The rate quoted in bid or negotiated by the bidder shall be final and not subjected to fluctuation on any account and any counter condition from bidder on this account shall be treated as non-responsive and the bid will be rejected.

5.0 VALIDITY

Bids submitted shall remain valid for acceptance for a period of 30 days from date of opening of bids.

6.0 BID GUARANTEE

- 6.1 The bidder shall furnish as part of the bid, a bid security / EMD value of Rs.1,00,000/ (Rupees One Lakh only).
- 6.2 The bidders shall pay the EMD amount in the form of Demand draft from a branch of Scheduled Commercial Bank (except Co-operative Banks) based in India in favor of "Bangalore Metro Rail Nirmithi Kendra" Payable at Bangalore
- 6.3 The bid security of the successful bidder(s) shall be refunded after successful lifting of items against full payment.
- 6.4 The BMRNK will not pay any Interest on bid security furnished by the bidder
- 6.5 BMRNK reserves the right to extend the due date for the submission of Bids. In such an event the same will be communicated to all the concerned.
- 6.6. LATE BIDS:

Bid received beyond the date and time prescribed shall be rejected.

7.0 DETERMINATION OF RESPONSIVENESS:

- 7.1 On opening of bids, the bids shall be duly scrutinized by the competent authority and determine its responsiveness.
- 7.2 The bid is deemed to be responsive, if it is complete in all respects and in accordance with the guidelines specified in the Bid documents.
- 7.3 Mere submission of Bids does not bind the BMRNK for consideration. Any contravention/Deviation of the above or any of the covenants would lead to rejection of the Bid, and BMRNK shall not be under any obligation for such rejections.

8.0 AWARD OF SALE

- 8.1 The BMRNK after evaluation of Auction /Negotiated prices would award the sale to the highest Bidder.

8.2 BMRNK reserves the right to accept or reject any or all the offers.

9.0 PROOF OF ADDRESS OF BUSSINESS;

9.1 The bidder shall produce proper proof of permanent address of his residence or the address of business.

9.2 Any correspondence pertaining to this bid will be sent to the address furnished by the Bidder. BMRNK will not be responsible for non-delivery of documents by the Bidder

9.3 The Bidder shall produce photocopy of PANCARD & TIN No. if available.

10.0 TERMS AND CONDITION OF SALE:

Once the highest Auction/bid / Negotiated price is accepted the sale order shall be issued. The bidder shall lift the plant & machinery after fulfilling the formalities.

11.0 PAYMENT / TAXES & DUTIES:

The payment shall be made to BMRNK at accepted rates plus applicable VAT. Before lifting/ taking delivery of the plant & machinery, payment shall be in the form of Demand draft in favor of "Bangalore Metro Rail Nimiti Kendra", payable at Bangalore only.

12.0 DELIVERY:

The items will be delivered only after the full payment as above is made.

13.0 WORKING HOURS:

The successful bidder is permitted to take delivery of Plant & machinery between 10.00 am to 5.00 pm on all working days.

14.0 PENALTY:

The successful Bidder shall have to lift the Plant & machinery within one week after awarding sale, beyond which a penalty of Rs.10000/-per day will be levied

15.0 BIDDER'S LIABILITY:

The successful Bidder shall be liable to:

- Deploy sufficient number of labor.
- Ensure safety of his own
- employees.
- Ensure that child Laborers/ mentally retarded laborers' are not engaged
- Make good the losses caused to BMRNK, men and materials if any.
- Lift all the plant & machinery within the stipulated time. Once the auction awarded, BMRNK will not be responsible for the loss or damages to the plant & machinery and it shall be at the sole risk and responsibility of the purchaser / bidder, BMRNK shall entertain no claims for shortages/ damages/ Omission or commission.
- Ensure that the plant & machinery shall be lifted in person. Such of the bidder/ purchaser wish to lift the plant & machinery through their agents/ representatives shall forward a power of attorney or an authorization letter to that effect. Under such circumstance, it shall be at the risk and responsibility of the buyer.

16.0 Any Individual/ registered Legal Entities/ Companies may participate in the bidding

17.0 After the closure of bidding, the successful bidder to pay 25% of the bid amount in the form of Demand draft from a branch of Scheduled Commercial Bank (except Co-operative Banks) based in India, in favor of "Bangalore Metro Rail Nirmitti Kendra" Payable at Bangalore, before closing hours of the Next working day and the sale is subject to the approval of the Competent Authority. In case the successful bidder fails to pay the initial amount within the stipulated time, the EMD paid by him will be forfeited without further notice. In respect of unsuccessful bidder, the EMD amount will be refunded

18.0 After receipt of the initial amount of 25% as above, the offer will be sent for approval of the Competent Authority. Only after obtaining the approval of the Competent Authority, the confirmation of sale will be communicated to the bidder. If the sale is not confirmed by the Competent Authority, the amount deposited will be refunded without Interest. No right accrues on mere submission of bid or deposit of 25% of the bid amount.

19.0 The balance 75% of the bid amount shall be paid within 15 days from the date of communication confirming the sale, in the form of Demand draft from a branch of Scheduled Commercial Bank (except Co-operative Banks) based in India, in favor of "Bangalore Metro Rail Nirmitti Kendra" Payable at Bangalore,

20.0 In case, the bidder fails to pay the balance amount within the stipulated time, the amount paid by him will be forfeited and sale will be cancelled

21.0 Conditional bids, incomplete Bids, Bids without EMD, Bids submitted late shall be rejected

22.0 The Bidders shall quote in Indian Rupee only.

23. GENERAL:

BMRNK reserves the right to add/ delete any of the terms and conditions, without assigning any reason thereof.

24. ARBITRATION:

In the event of any dispute arising out of the bidding process, the decision of the Chairman, BMRNK shall be final and binding.

25. JURISDICTIONAL LIMITS:

In the event of any litigation arising out of this contract, the jurisdictional limit shall be of civil court in Bangalore city only

26. PREPARATION OF BID

The Bidder shall, on or before the date given in the Auction notice, submit his bid in sealed outer envelope containing the three separate sealed envelopes clearly marked with the name of the bidder and with the following details.

Cover-1 : Bid guarantee as per clause 6

Cover-2 : Duly signed Bid Documents and Addenda if any

Cover-3 : Financial Package

These shall be addressed to The Chairman, BMRNK and submitted to the Office of the Managing Director, BMRCL, 3rd floor BMTC complex, K.H Road, Shanthinagar, Bangalore-560027. The Bidder shall ensure that a receipt is obtained for the submission of his Bid, such receipt being issued free of charge by the BMRNK

27. OPENING OF BID

27.1 After opening the outer envelope, the Bid guarantee cover (cover-1) will be opened & verified for adequacy of Bid guarantee.

27.2 On satisfaction about Bid guarantee, the other cover no.2 (Duly signed Bid Documents and Addenda if any) will be opened & verified for adequacy& responsiveness.

27.3 On satisfaction, the cover no. 3 (financial package) will be opened & amount quoted will be read out

27.4 Offers submitted without the "Bid Guarantee Amount" or the Bid Guarantee in improper form will be summarily rejected. For such offers, 'Financial Package & Bid documents and Addenda thereto' envelope will not be opened at all, and will be returned to the Bidder unopened.

28. DECLARATION

Bidder to submit Declaration, duly signed, as per Annexure 'A' on Rs.200/- stamp paper.

ANNEXURE-A

DECLARATION

1/WE. HERE BY DECLARE THAT 1/WE HAVE READ ALL THE BID CONDITIONS AND THE DETAILS OF ANNEXURES ENCLOSED THERE OF HAVING FULLY UNDERSTOOD THE IMPLICATIONS THERE OF AND HAVE INSPECTED THE PLANT &MACHINERY TO THE BEST OF MY/OUR SATISFACTION BEFORE PARTICIPATING IN BID SALE. 1/WE ALSO DECLARE THAT WE SHALL ABIDE BY THE RULES AND REGULATIONS OF THE BMRNK, STIPULATED IN THE BID BOOK. 1/WE SHALL MAINTAIN THE OFFICIAL DECORUM AND DISCIPLINE AT THE TIME OF BID SALE.

BIDDERER SIGNATURE

NAME & POSTAL ADDRESS

PAN NO