



BANGALORE METRO RAIL CORPORATION LIMITED

TENDER No: 1-O&M-SY-EQUP.

TENDER DOCUMENT

For

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING,
TRAINING AND MAINTENANCE OF X-RAY BAGGAGE
SCANNERS FOR STATIONS OF BMRCL**

OCTOBER 2016

Bangalore Metro Rail Corporation Ltd.

O&M Wing, Baiyappanahalli Depot,
Administrative Building,
S V Road, Baiyappanahalli,
Bangalore- 560038.

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BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL PROJECT PHASE - I



SECTION – A NOTICE INVITING TENDER

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BANGALORE METRO RAIL CORPORATION LIMITED

TENDER NO 1 - O&M- SY EQUIP

Date: 05/10/2016

Tenders are invited by the General Manager (O), Bangalore Metro Rail Corporation Limited, BMRCL Depot, Administrative Building, S V Road (Old Madras Road), Baiyappanahalli, Bengaluru- 560 038 for Supply, Installation, Testing, Commissioning, Training & Maintenance Of X-Ray Baggage Scanners For Stations Of BMRCL.

The tender document comprises of the following:

- A. Notice Inviting Tender
- B. Instructions to Tenderers
- C. Form of Tender
- D. General Conditions of Contract
- E. Special Conditions of Contract
- F. Schedule of requirement
- G. Technical Specifications
- H. Annexures 1 to 13

Tenders shall be submitted to the General Manager (Operations), BMRCL at the address given above not later than mentioned date and time in Key details.

Please note carefully the requirements for submitting tender and the date and time for submittal. Late and delayed tenders will be summarily rejected.

Offers shall be valid for a period of **180 days** from the date of submission of Tender and shall be accompanied by Earnest Money Deposit as described in clause-4 of the Instruction to Tenderers.

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SECTION A
NOTICE INVITING TENDER

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A. NOTIFICATION INVITING TENDER**TENDER NO 1 -O&M –SY EQUIP**

Sealed Tenders are invited by Bangalore Metro Rail Corporation Limited (BMRCL) for "Supply, installation, testing, commissioning, training and maintenance of X-RAY BAGGAGE SCANNERS for Metro Rail Stations of BMRCL" from suitably qualified Original Equipment Manufacturers(OEM) or authorized dealers/ agencies.

Tender for Contract No.	Description of the work & Req. Quantity	Cost of Tender Document	Amount of Earnest Money Deposit (EMD)	Sale of Tender Documents	Last Date & time for submission of Bids	Date and Time of opening of Bids	Delivery Schedule
1- O&M- SY EQUIP.	SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND MAINTENANCE OF X-RAY BAGGAGE SCANNERS for Metro Rail Stations of BMRCL	INR. 50,000/-	INR. 20.16 Lakhs/-	On all working days from: 05-10-2016 to 20-10-2016 Between 11.00 am to 5.00 pm (IST)	28-10-2016 Up to 2.00 pm (IST)	28-10-2016 at 2.30 pm (IST)	Within 12 months from the date of issue of PO/LOA , As per GCC Clause 9.0

Note:

- Qualification Criteria** : The Tenderer should be Original Equipment Manufacturers (OEM) or authorized dealers/ agencies .
- Interested eligible bidders can purchase the tender documents from the office of the General Manager [Operations], O&M Wing BMRCL , Baiyappanahalli Depot, Old Madras Road, Baiyappanahalli, Bangalore - 560038 on a non refundable payment of Rs. **50,000/-** (Rupees Fifty thousand only) through Demand Draft (or) Pay Order in favour of "Bangalore Metro Rail Corporation Limited" payable at Bangalore.
- EMD is Rs. 20.16 – Lakhs** - (Rupees Twenty Lakhs and Sixteen Thousand only)
- Last date for submission of queries in writing by bidders- 22-10-2016 up to 3.00 pm and Pre-bid meeting to be held on 22-10-2016 at 3.30 pm at the office of the General Manager [Operation] BMRCL, Baiyappanahalli Depot, Old Madras Road, Baiyappanahalli , Bangalore 560038.
- Addendum / Corrigendum, if any will be intimated to all the Bidders.

Further details visit on web site: www.bmrcl.co.in from 05-10-2016 onwards.

(B L Yashavanth Chavan)
General Manager (O)

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KEY DETAILS

1.	Cost of Bid document (Non refundable)	Rs. 50,000/- (Rupees Fifty thousand only) This should be paid only by DD / Pay Order / Banker's cheque in favour of the " Bangalore Metro Rail Corporation Ltd. " from a Nationalized Indian Bank or from a scheduled commercial Bank(excluding Co-operative Banks), payable at Bangalore. The blank Bid Documents can be purchased at the office of the General Manager (Operations), BMRCL on all working days during office hours from 05/10/2016 to 20/10/2016 from 11.00 AM to 5.00 PM by making the above payment.
2.	Bid Security / Earnest Money Deposit (EMD)	Rs. 20.16 Lakhs - (Rupees Twenty Lakhs and Sixteen Thousand only). The Prequalification cum Technical Bid shall accompany a Demand Draft in favour of 'Bangalore Metro Rail Corporation Limited' encashable at Bangalore or a Bank Guarantee (Annexure - 5) issued from an Indian Scheduled Bank(excluding Cooperative Bank) as defined in Section 2(e) of RBI Act 1934, in favour of ' Bangalore Metro Rail Corporation Limited ' payable at Bangalore for Rs. 20.16 Lakhs towards Earnest Money Deposit. The BG should be valid for 240 days from the last date of submission of document. If Prequalification cum Technical Bid is received without the requisite EMD with Validity for 240 days, the Bid shall be rejected.
3.	Last date for submission of queries by Bidders	22-10-2016 up to 3.00 pm
4.	Date of pre-bid meeting	On 22-10-2016 3.30 pm
5.	Date and time for submission of Bid Document	On 28-10-2016 up to 2.00 pm
6.	Date and time of opening of Bids	On 28-10-2016 at 2.30 pm
7.	Validity of Bid	180 days from the last date of submission of Bid.
8.	Delivery Schedule	Within 12 months from the date of PO/LOA
9.	Performance Security	The successful Bidder shall furnish a Performance Security in the form of a performance Bank Guarantee (PBG) as per Annexure 9 payable at Bangalore (i) 1 st PBG will be furnished within 30 days from the date of issue of LOA for an amount equal to 10% of the Supply Contract Price . The validity of PBG shall be for a period of 30 months. (ii) 2 nd PBG will be furnished at the end of DLP period for an amount equal to 10% of the CAMC Charges for 3 years. The validity of BG shall be for 42 months.
10.	Address for correspondence	General Manager (Operations), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, S V Road, Baiyappanahalli, Bangalore- 560038. Email : chavan@bmrc.co.in
11.	Address for submission of Bid documents	The Managing Director, C/o General Manager –(Operations), O&M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Limited, S V Road, Baiyappanahalli, Bangalore- 560038.

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SECTION B

INSTRUCTIONS TO TENDERERS

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B. INSTRUCTIONS TO TENDERERS

1. GENERAL INSTRUCTIONS

1.1 General Manager (Operations) on behalf of Bangalore Metro Rail Corporation Limited (BMRCL) invites tenders from the eligible Bidders for the Supply of X-RAY BAGGAGE SCANNERS as set forth in the "Schedule of Requirements" in **Section – F**.

1.2 The tenderer shall bear all costs associated with the preparation and submission of its tender. All offers in the prescribed format at **Annexure-1** should be submitted by the prescribed date and time fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date, will be summarily rejected.

1.3 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English and signed by the authorized person who is signing the document. In the event of any dispute between an offer in a language other than English and its English translation, the English translation shall prevail.

1.4 Clarification of Tender Documents and Pre-Bid Meeting.

Any clarification to be sought by the prospective bidders must be raised only during Pre-Bid meeting by the authorized representatives who shall be physically present at the Pre-Bid meeting. In this regard it is required by the representatives to bring in their authorization letter from the participating firm. Clarification for the queries raised in Pre-Bid meeting will be communicated to such of the bidders who have purchased the tender documents only. No separate communication in this regard will be further entertained.

1.5 Amendment of Tender Documents.

Any amendments to this tender document if any, will not be published in the newspaper and issued to only such of the bidders who have purchased the tender documents. Amendment once issued are part of the tender document and if there is any dispute between the amendment and original tender document, amendment will prevail.

2. COMPLIANCE WITH TECHNICAL SPECIFICATION

2.1. The equipment offered should be in accordance with the stipulated technical specifications in "Schedule of Requirements".

2.2. The Bidders must comply with the stipulated technical specifications as mentioned in the tender documents and submit clause wise comments on Technical Specification along with the Bid.

3. QUALIFYING REQUIREMENTS OF BIDDERS

3.1 The Bidder shall provide documentary proof(as per Annexure-4) to the Purchaser to show that:-

(a) The Bidder is an Original Equipment Manufacturer (OEM) Or Authorized Indian dealer or supplier of the OEM.

OR

The firm he is representing should be a licensed Manufacturer which regularly manufactures the items offered and the firm should have been representing the same manufacturer for a period not less than three years.

(b) The Tenderer in their respective role should have successfully carried out the work of Supply, Installation, Testing, Commissioning, Training & Maintenance of X- ray Baggage Scanners in Government / Government undertaking / Semi Government / Govt. Controlled Institutions / Reputed private organizations in India in the last 7 years ending 31.03.2016, of value as below.

•One completed work costing not less than **Rs.16.13 Crore**

OR

- Two completed works each costing not less than **Rs.10.08 Crore**
OR
- Three completed works each costing not less than **Rs.8.06 Crore**

- (c) Bidder should have at least three years experience of Supply, Installation, Testing, Commissioning, Training and Maintenance of the items quoted. And the items quoted by them should have satisfactory performance during last five years preferably. In case of latest technological development the equipment quoted must have at least 2 years of proven reliability (along with satisfactory performance certificate from the past orders as mentioned above).
- (d) Bidder should have at least turnover of not less than **Rs. 6 Crores** per year during the last three years and status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution.
- (e) Manufacturer should have adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule as mentioned in the tender document.
- (f) Manufacturer should have established quality control system to monitor quality check at all stages of the manufacturing process (Certificates like ISO or CE or EUR 1 compliance are to be attached).
- (g) An undertaking to the effect to be given by the bidder that they have not been black listed / debarred by any Government / Government undertaking / Semi-government / government controlled institutions / reputed private organizations in India.
- (h) Manufacturer and the Bidder must submit documentary evidence of the firm's profitability of the preceding three years (2013-14, 2014-15 and 2015-16).
- (i) Indian agents who desires to quote directly on behalf of their Foreign principles should be enlisted with DGS&D as per Ministry of Finance, Government of India notification. Certificate to be provided in this regard.

3.2 For the purpose of clause-3.1, the tenderers should additionally submit :-

- a) A performance statement as in **Annexure-2**, giving a list of major supplies executed in India in last 3 years of the items offered by him, giving details of the purchaser's name and address, order no and the date, the quantity supplied and whether the supply was made within the delivery schedule. Purchase order of past performance to be enclosed masking the price.
- b) Details of experience of installation and maintenance of the items in India and certificate from user of having satisfactory performance of the items offered to be enclosed.

4. EARNEST MONEY DEPOSIT

- 4.1 The Earnest Money Deposit shall be only in the form of a Demand Draft / Pay Order for **Rs. 20.16 Lakhs (Twenty Lakhs Sixten Thousand only)** in favour of "BANGALORE METRO RAIL CORPORATION LIMITED", payable at Bangalore (or) in the form of an irrecoverable Bank Guarantee 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 on and payable at a designated branch in Bangalore with form given in **Annexure – 5**. The validity of the same should be at least 240 days from the date of opening of the tender.
- 4.2 No interest will be paid by the Purchaser on the Earnest Money Deposit.
- 4.3 The Earnest Money Deposit is liable to be forfeited if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 4.4 The Earnest Money Deposit of the successful Bidder will be returned after the receipt of Contract Performance Bank Guarantee from the successful bidder (Clause-7 of the General conditions of contract) and signing of the Contract Agreement.

- 4.5 If the successful Bidder fails to furnish a Performance Bank Guarantee as specified in Clause-7 of the General Condition of Contract, then the Earnest Money Deposit shall be liable to be forfeited by the Purchaser.
- 4.6 The Earnest Money Deposit of the unsuccessful Bidders shall be released when the Contract Agreement has been signed with the successful Bidder. Bidders who submit EMD through Demand Draft / Pay Order needs to fill **Annexure-8**, along with attach a cancelled cheque leaf while submitting the bids for refund of EMD through NEFT/RTGS.
- 4.7 Any tender not accompanied by Earnest Money Deposit in the approved forms given in Clause 4.1 shall be summarily rejected.

5. SUBMISSION OF OFFERS

- 5.1 All offers shall be in typed format only. No hand written bids will be accepted.
- i) This is a two envelope bidding open tender. Bidder has to submit their offer in two different packets. One packet will be for Technical Bid marked as Packet 'A' and another packet will be for Financial Bid as packet 'B'.
- ii) Technical bid (**packet A**) will be opened on due date (as per Notice inviting Tender or subsequent change in date as intimated by BMRCL). This packet must contain the following:
- a) Earnest Money Deposit.
- b) Tender document duly signed on all pages for having / read and accepted the terms and conditions of the contract along with Pre-bid clarifications and addendums/Corrigendums if any.
- c) Documents related to qualifying requirement (as per ITT Clause 3) of the Tenderer.
- d) Checklist as per **Annexure-6 (a)**.
- iii) Financial bid (**packet B**) will be in the separate sealed envelope, which will contain:
- a) Price bid as per format given in tender document as **Annexure- 1**.
- b) In case tenderer's bid does not qualify in technical bid, the financial bid will be returned in sealed condition without opening to the tender.
- 5.2 Any individual signing the tender or other documents connected therein should specify whether he is signing: -
- (i) As sole proprietor of the concern or as attorney of the sole proprietor
- (ii) As a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the board of directors or in pursuance of the authority conferred by Memorandum of Association.
- 5.3 Notarized Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification.
- 5.4 The price shall be written both in figures and words in the prescribed offer form. The bidder must specify the entire break up cost including applicable taxes while quoting.
- 5.5 The Tenderer shall seal the **packet A (Technical Bid) and packet B (Financial Bid)** in an outer envelope bigger envelope super scribing **“FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND MAINTENANCE OF X-RAY BAGGAGE SCANNERS”**.
- 5.5.1 The inner and outer envelopes shall
- a) Be addressed to the BMRCL at the address given in the Notice Inviting Tender.
- b) Bear the Tender Number on all the envelopes.
- 5.5.2 Unsealed bids will be summarily rejected.
- 5.5.3 Offers shall be as per the requirement of the Tender documents.

- 5.5.4 Offers are required to be submitted from the original Manufacturers of the equipment or Indian representatives in case of foreign Manufacturer, who should submit a letter of authority from their Principals as in **Annexure-4**.
- 5.5.5 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed & sealed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
- 5.5.6 The tenderer should avoid ambiguity in his offer. He should specifically state in details like sizes, lengths dimensions etc without any ambiguity. Brief descriptions such as 'standard lengths' etc. should be avoided in the offer.
- (a) Tenderer shall give a breakdown of the prices in the manner and details called in for statement of prices as given in **Annexure-1**.

5.6 Deadline for Submission of Tenders

- 5.6.1 Tenders must be received by the Purchaser at the address specified in Key Details not later than the time and date specified in the Key Details (Sl. No 5). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.
- 5.6.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 1.5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

5.7 Late Tenders

- 5.7.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 5.6, will be rejected and/or returned unopened to the Tenderer.

5.8 Modification and Withdrawal of Tenders

- 5.8.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.
- 5.8.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16 not later than the deadline for submission of tenders.
- 5.8.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 5.8.4 No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its Earnest Money Deposit, pursuant to ITT Clause 4.3.

6. PRICE BASIS

- 6.1 All the bidders are required to quote in **Indian National Rupee (INR)** on DDP (Delivered Duty Paid) basis. The delivery of the equipment shall be made to the respective Metro stations depending upon readiness of the site in Bangalore metro rail stations.

6.2 CURRENCY OF PAYMENT

The contract price will be paid only in the Indian National Rupee (INR).

- 6.3 The Tenderer shall quote Bid price inclusive of all Taxes , Duties, levies, cess, octroi/Entry Tax and other statutory charges leviable by the authorities.

7. INSURANCE

- 7.1. All risk cover like transit storage and insurance (90 days from delivery) shall be arranged by the successful bidder.
- 7.2. **In case of imported equipment, the successful Bidder needs to get the required waiver certificates/documents if any from the purchaser well in advance. All such benefits arising on ground of waiver of various tax components must be passed to the purchaser.**

8. OPENING OF TENDERS

8.1. Opening and Evaluation of Technical Tenders

- a. BMRCL will open the bids in the presence of Bidder's designated representatives who choose to attend, at the time, date, and location as stipulated. All bidders or their Representatives must bring with them an Authority letter on the letterhead of the Bidder or their Indian Representative (as the case may be) duly signed by Competent Authority to attend the Tender opening, failing which they will not be allowed to attend the opening of the Tenders at BMRCL.
- b. BMRCL shall read out and prepare a record of the tender opening that shall include as a minimum: Bidders names, designation, authority letter, any such other details as the BMRCL may consider appropriate, will be announced by the BMRCL at the opening.
- c. The Technical Bid will be opened first and examined as per Eligibility Criteria of the tender document and as per Schedule of Requirements of the Tender Documents.

FINANCIAL BID WILL ONLY BE OPENED OF THOSE BIDDERS, WHO QUALIFY IN THE TECHNICAL EVALUATION.

- d. BMRCL will examine the Technical bid based on the requirement mentioned in the Tender document.
- e. The determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- f. BMRCL at its liberty may ask for clarifications on the documents submitted already by the Bidders, however no additional /new documents will be allowed to be submitted after opening of the Technical bids. Bidders must ensure that all the required documents are submitted along with the bids itself.
- g. Completely filled check list as mentioned in **Annexure-6(a) shall be submitted with Bid.**

8.2. Opening of Financial Bid

- i) Financial bids of only technically qualified bidders will be opened at a date, time and venue which shall be informed duly in advance by BMRCL to the technically responsive bidders.
- ii) BMRCL shall read out and prepare a record of the Financial Bid opening that shall include, as a minimum: the name of the Bidders representative organization name, Tender Price. The Bidder's representatives who are present are requested to sign the record. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) The BMRCL will examine the Tenders for their completeness in every aspect as mentioned in the tender document.

8.3. Evaluation criteria:

The successful bidder (who is technically responsive) will be decided upon the lowest cost quoted (L1) for the total equipment to be supplied (as per Annexure 1). The offers received from Bidders should indicate the rate of ED, CST/ST etc. as leviable on particular item. In case concessional duty or taxes are applicable, the Tenderer should quote

accordingly. Evaluation of offers will be made for destination stations inclusive of all Taxes and Duties.

The CAMC (Comprehensive Annual maintenance charges) **will not** be considered for arriving on L1 (Lowest Bidder) under evaluation criteria.

9. ACCEPTANCE OF TENDER

- 9.1. The purchaser may accept or reject any tender without assigning any reason.
- 9.2. The Purchaser reserves the right to increase the quantity up to 25% of the quantity offered by the successful Tenderer. The bidder is bound to accept the increase in the tendered quantity upto 25% under this clause without any change in unit price.
- 9.3. Successful bidder only will be communicated by BMRCL.
- 9.4. Prior to expiration of the period of Tender validity prescribed by BMRCL or extended period, the Purchaser will notify the successful Tenderer by facsimile/e-mail confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the amount which the Purchaser will pay the Contractor in consideration of the Supply, remedying any defects in the equipment by the Contractor as prescribed by the Contract (including CAMC).

10. EFFECT AND VALIDITY OF OFFER

- 10.1. 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.
- 10.2. The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred and eighty) calendar days from the date of opening of the technical bids.

11. GENERAL

The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Offers, which are not complete in all respects as stipulated above, may be summarily rejected. For tender's guidance in submitting complete offers, a check List has been enclosed with the tender documents **Annexure-6(a)** which must be filled with the tender.

12. DATE OF RECEIPT OF TENDERS

The offer, complete in all respects should reach the BANGALORE METRO RAIL CORPORATION LIMITED, Bangalore, at the address indicated in the tender document, not later than the time and date as specified in the "NIT" or any change in date as intimated by BMRCL.

13. CHECK LIST

A check List has been included at **Annexure-6(a)** of this document. Bid submitted without checklist is liable to be rejected. The tenderers must fill the Check List & submit along with their offer.