



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

Tender No: BMRCL/PH 2/ Printing of Drawings//2016/RT/10

Dated: 08.08.2016

BANGALORE METRO RAIL PROJECT, Phase-2**TENDER NOTIFICATION**

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of Government of Karnataka and Government of India, invites Sealed Tenders for **Single stage –Single Envelope System** from the reputed and experienced Service Provider (**JV/Consortium Not permitted**) having previous experience in the works of similar nature, volume and complexity completed during the last THREE years ending 31.03.2016 relating to **“Photocopying, Printing, Scanning, Binding and other connected services for Phase 2 BMRCL Projects.”** Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Sl. No	Tender Notification No:	Name of the work	Cost of Tender document	Tender Security Amount	Sale of Tender Documents	Date & time for submission of Tenders
			(Amount in INR)			
1	BMRCL/ PH 2/ Printing of Drawings /2016/RT/10	“Photocopying, Printing, Scanning, Binding and other connected services for Phase 2 BMRCL Projects.”	1000/- (Rupees One thousand only)	40,000	08.08.2016 to 20.08.2016	23.08.2016 (from 11.00 hrs. to 15.00 hrs (IST)

- Note:**
- The Tender document will be available for sale from 11.00 to 17.00 hours on all working days
 - The tender documents can be obtained from the Registered Office of BMRCL, Bangalore on submission of a requisition letter:
 - Cost of the tender document is Rs.1000/ (Rupees One Thousand only) in the form of a **Crossed Demand Draft** 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 Bangalore.**
 - Mere issue of tender document to the tenderer does not infer that the tenderer has qualified for the award of the work. However, to qualify or otherwise will be decided based on the scrutiny of the documents submitted by the tenderer.
 - The intending Tenderers are required to submit all the credentials and information as required in the Tender documents with the requisite Tender Security Amount as mentioned above at the time of submission of the Tender.

Further details will be available on web site: www.bmrc.co.in from **08.08.2016**.

General Manager (Contracts)

BANGALORE METRO RAIL CORPORATION LIMITED

Ref: BMRCL/ PH 2 / Printing of Drawings//2016/RT/10

Date: 08.08.2016

TO

FROM

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

Sub: “Photocopying, Printing, Scanning, Binding and other connected services for Phase 2 BMRCL Projects.”

Ref: Tender Notification No: BMRCL/PH 2/Printing of Drawings//2016/RT/10 dated 08.08.2016

SECTION – 1

NOTICE INVITING TENDER

Bangalore Metro Rail Corporation Limited (BMRCL) invites sealed tenders (Single Stage-Two Envelopes) from the reputed and experienced Service Provider for “**Photocopying, Printing, Scanning, Binding and other connected services for Phase 2 BMRCL Projects**” vide **Tender Notification No: BMRCL/PH 2/Printing of Drawings//2016/RT/10 dated 08.08.2016**

Key Details:

- | | | |
|---|---|---|
| 1 | Cost of tender document | INR 1,000/- (Rupees One Thousand only) |
| 2 | Tender Security Amount | INR 40,000 (Rupees forty thousand only) |
| 3 | Sale of Tender documents | From 08.08.2016 to 20.08.2016 on all woking days between 11.00 hrs to 17.00 hrs IST |
| 4 | Date & time of submission of tender | 23.08.2016 from 11.00 hrs to 15.00 hrs |
| 5 | Date & Time of opening of tender | 23.08.2016 at 15.30 hrs (IST) |
| 6 | Services to be provided for a period of | 3 Years |

1. Tenders shall be valid for a period of **180 days** from the date of submission of Tender.
2. The Tenderer shall furnish with his tender, **Tender Security Amount INR 40,000 (Rupees forty thousand only)** in the form of a **Crossed Demand Draft** for an above mentioned amount, 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 Bangalore.
3. The tender documents are to be submitted by the Tenderer un-tampered, duly signed and stamped on each page.
4. Late tenders will be rejected.
5. BMRCL requires that bidders should observe highest standard of ethics during the Tender and execution of contracts. BMRCL will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for the present contract.

General Manager (Contracts)
Bangalore Metro Rail Corporation Ltd

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 the work “**Photocopying, Printing, Scanning, Binding and other connected services for Phase 2 BMRCL Projects.**” Tenderers are required to have a good financial standing and performance record, requisite experience and capacity in the fields described above.

Interested Tenderers may apply as a natural person, individual firm or as a Limited Company. In the case of Partnership firms, relevant Partnership Deed should be submitted. In the case of a Limited Company, relevant Memorandum of Association/Articles of Association should be submitted.

2.0 MINIMUM QUALIFYING CRITERIA:

This Invitation to Tenderer is open to only those agencies who fulfil the minimum Qualification CRITERIA as prescribed below:

- (a) The tenderer must have valid Service Tax registration number, Sales Tax/VAT registration number and PAN. Submit the documentary proof in this regard.
- (b) Works Experience: The tenderer should have experience in providing services of printing, photocopying, scanning binding and other related works in the last three years from the date of Notice Inviting Tender. Documentary proof (copy of work order and completion certificate from client) for works experience to be submitted.
- (c) Annual Turnover: To qualify for award of this contract each tenderer in his name should have in the last five years’ period(s) achieved in at least two financial years minimum annual financial turnover of **INR 8 lakhs** duly certified by Chartered Accountant.
- (d) Profitability: Profit before Interest and Tax should be positive in at least 2 years out of the last five years. Audited Financial statements for the last five years ending 31.03.2016 to be submitted.

2.1 Transfer of tender form purchased by one tenderer to another is not permissible.

2.2 All tenderers are to note the following:

- (a) In the case of a successful tender, the Form of Contract Agreement shall be signed so as to be bound legally.
- (b) The successful Tenderer is responsible for providing services as per the requirements.
- (c) In the event of default by the tenderer in the provision of services, Employer reserves the right to terminate the contract.

- (d) To qualify for award of Contract, the Tenderers shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer.
- (e) Each page of tender document including Addendum, Corrigendum, etc., if any, shall be signed by the authorized signatory and submitted along with tender submittal.
- (f) Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm, etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Tenderer.
- (g) Further, BMRCL will declare a firm ineligible, either indefinitely or for a stated period of time, for any BMRCL contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a borrowed financed contract in general.

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

4.0 DELETED.

B. TENDER DOCUMENTS

5.0 CONTENTS:

5.1 The Tender Documents as listed below have been prepared for the purpose of inviting tenders for the work “**Photocopying, Printing, Scanning, Binding and other connected services for Phase 2 BMRCL Projects.**” *in connection with Tender No: BMRCL/PH 2/Printing of Drawings/2016/RT/10 dated 08.08.2016* of the Bangalore Metro Rail Project and as more particularly described in the documents.

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

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

6.0 **DELETED**

7.0 **DELETED**

C PREPARATION OF TENDERS

8.0 **LANGUAGE OF TENDER:** All documents shall be in **English Language**.

9.0 **DOCUMENTS COMPRISING THE TENDER:** The tender form is required to be

- submitted intact together with all documents supplied at the time of sale, without any pages being removed. Any other additional document required to be submitted as per the MINIMUM QUALIFYING CRITERIA shall also be attached. Failure to comply may result in the bid/offer being rejected.
10. **BID PRICE :**
The Contract shall be for the provision of services as described in Terms of reference, Specifications and Bill of Quantities. The Tenderer shall fill in rates/prices in INR for provision of services described in the Pricing Document. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- 10.1 The Tenderer shall keep the contents of his tender and rates quoted by him confidential.
11. **DELETED.**
12. **TENDER VALIDITY:**
The tender shall remain valid and open for acceptance for a period of **180 days** from the Last date of submission of tender as indicated in NIT.
- 13.0 **TENDER SECURITY**
- 13.1 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.
- 13.2 The tender securities of unsuccessful Tenderers shall be discharged/returned by the Employer on issue of LOA to the successful tenderer.
- 13.3 The tender security shall be forfeited:
(a) if a Tenderer withdraws his tender during the period of tender validity.
(b) if the tenderer does not accept the correction of his tendered price in terms of Clause 26.0.
(c) in the case of a successful tenderer, if he fails to:
(i) Furnish the necessary performance guarantee for performance.
(ii) Enter into the Contract within the time limit specified.
- 13.4 **No interest** will be payable by the Employer on the tender security amount.
- 14.0 **DELETED**
- 15.0 **DELETED**
- 16.0 **FORMAT AND SIGNING OF TENDERS**
- 16.1.1 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.1.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 16.1.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender. A copy (in English) of the Memorandum and Articles of Association (or equivalent) for an incorporated Tenderer (or, in the case of a group, for each corporation forming a

- part of the Tenderer) shall accompany the tender.
- 16.2 All amendments/corrections/overwriting shall be initialled by the person or persons signing the tender.
- 16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

D. SEALING AND SUBMISSION OF TENDERS

17.0 SEALING AND MARKING OF TENDERS

- 17.1 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/Printing of Drawings//2016/RT/10 dated 08.08.2016”**
- 17.2 No responsibility will be accepted by BMRCL for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

18.0 SUBMISSION OF TENDERS

- 18.1 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,
BMTCL 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).

19.0 **DELETED**

20.0 **DELETED.**

E. TENDER OPENING AND EVALUATION

21.0 TENDER OPENING

- 21.1 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 13 of ITT. In case any short comings are observed, the tender may be rejected at discretion of BMRCL.
- 21.2 The Tenderers name, the rates 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.**

- 21.3 **Mere being the lowest bidder financially does not qualify for the award of the work. He should fulfill all the conditions as per qualification criteria which will be evaluated in detail later. Also the rates quoted must be found reasonable by BMRCL.**
- 22.0 **PROCESS TO BE CONFIDENTIAL**
- 22.1 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.
- 22.2 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.
- 23.0 **CLARIFICATION OF TENDERS**
- 23.1 To assist in the examination, evaluation and comparison of Financial Package, the Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 25.0 herein.
- 23.2 **Delay/refusal to the request for clarification as referred in the above Para 23.1 may result in the rejection of the tender.**
- 24.0 **DETERMINATION OF RESPONSIVENESS:**
If a tender is not substantially responsive to the requirements as stipulated in tender documents, it will be rejected by the Employer.
- 25.0 **EVALUATION OF FINANCIAL PACKAGE**
The evaluation of Financial Package by the Employer will take into account, in addition to the tender amounts, 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, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 26.0 **CORRECTION OF ERRORS :**
Tenders 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. In case there is a discrepancy between amounts in figures and in words, the amount in words will govern and if a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.
- F. AWARD OF CONTRACT**
- 27.0 **AWARD CRITERIA:**
BMRCL shall award the contract to the bidder who is found technically,

commercially and financially acceptable.

28.0 **DELETED**

29.0 **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.

30.0 **SIGNING OF AGREEMENT**

30.1 The successful tenderer shall submit the following documents within 15 days from the date of issue of Letter of Acceptance.

(a) Performance Security.

(b) Power of Attorney(s) in case of any change than submitted along with tender submittals.

30.2 Within 30 days from the date of issue of Letter of Acceptance the successful tenderer will be required to execute the Contract agreement.

31.0 **PERFORMANCE SECURITY**

31.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a performance Security in the form of a Bank Guarantee (Payable at Bangalore at the Designated Branch) for an amount equivalent to **5% (Five percent)** of the Contract Price as mentioned in LoA.

31.2 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 30.0 shall constitute sufficient grounds for cancellation of the award and forfeiture of Tender security.

31.3 Performance Security shall be returned to the contractor after completion of provision of services as certified by the Competent Authority. This certificate, inter alia, should mention that the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to BMRCL against the contract concerned. In this connection, the contractor should submit 'unconditional and unequivocal NO CLAIM certificate to BMRCL for the release of Performance Security.

32.0 **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