

GVK



REQUEST FOR PROPOSAL (RFP)

SUPPLY, TESTING AND COMMISSIONING OF GARDEN MINOR EQUIPMENT

FOR BANGALORE INTERNATIONAL AIRPORT LIMITED

GVK



Bangalore International Airport Limited
Administration Block
Bengaluru International Airport
Devanahalli
Bangalore - 560 300
January 2012

DISCLAIMER

1. This Request for Proposal (RFP) is issued by Bangalore International Airport Limited (“BIAL”).
2. The information contained in this RFP document or subsequently provided to the interested applicants (“Bidders”), whether verbally or in documentary or any other form by or on behalf of BIAL or any of their employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by BIAL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BIAL in relation to the scope of supply. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BIAL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BIAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. BIAL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

6. This RFP, along with its Annexures, is not transferable. The RFP and the information contained herein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the project in accordance with this RFP, this RFP must be kept confidential.
7. BIAL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
8. BIAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that BIAL is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the consultancy and BIAL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by BIAL at any time without assigning any reasons thereof.
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIAL or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and BIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.

Bangalore International Airport Limited (“BIAL”) is the owner and operator of the Bengaluru International Airport (the “Airport”) in Bangalore. The Airport has been built and operated at the best international standards under a public-private partnership model. This project is the first international airport in India built, owned and operated under a public-private partnership model with private shareholders holding a majority stake.

BIAL has entered into a Concession Agreement with the Government of India, whereby the Government of India has granted the exclusive right and privilege to BIAL to carry out the development, design, financing, construction, operation and management of the Airport.

BIAL is undertaking the expansion of its passenger terminal building as per its proposed BIAL master plan. BIAL is looking for an experienced supplier to supply, test and commission minor garden equipment. BIAL hereby invites qualified companies/firms/individuals (hereinafter referred to as the “Applicant/s”) to participate in the RFP.

BIAL is interested in receiving proposals from suitably qualified suppliers to supply the equipment as detailed below, on the terms and conditions contained in this RFP. The proposal in the bids shall comply with all the requirements stated in this RFP. Based on final evaluation, the successful bidder will be notified and the contract shall be awarded to such successful bidder (hereinafter referred to as the “Supplier”).

2. Proposal for Supply

2.1 The bidders are requested to prepare and forward Technical and Financial Proposals to BIAL in separate sealed envelopes super-scribed with the details of the Proposal to the address mentioned in the RFP, based on the Scope of Services outlined in **Annexure-1** of this RFP.

Part-1: Technical Offer: inclusive of

- a. Introduction
- b. Scope of Supply
- c. Reference List
- d. Deliverables
- e. Deviations if any from the Technical Specification provided
- f. Schedule
- g. List of relevant / comparable projects

Part-2: Financial Offer: inclusive of

- a. Item rate for the Equipment and taxes to be mentioned separately

- 2.2 The language for all written communication shall be English and unless mentioned otherwise the currency shall be Indian Rupee.
- 2.3 The proposal should be signed on each page by the Bidder or his duly authorised representative. The proposal should be accompanied by a certified true copy of a power of Attorney or board resolution in favor of signatory to the documents.
- 2.4 Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of the contact person as mentioned in the RFP within five (5) days of issue of the RFP. Where information sought is not clearly indicated or specified, the clarifying bulletin/s shall be issued to all Bidders which will become part of the purchase order/agreement. BIAL will not make or be responsible for any oral instructions.

2.5 Cost of tendering

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and BIAL shall, in no case, be responsible or liable for such costs, regardless of the outcome of the tender process. It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per document.

The bidders in their quote shall indicate separately Sales Tax (VAT), local tax, other levies, transaction charges, etc. wherever applicable.

3. Validity

- 3.1 The proposal shall be valid for at least ninety (90) days from the deadline for receipt of proposals
- 3.2 In exceptional circumstances, prior to expiry of the bid validity period, BIAL may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder agreeing to the request shall not be permitted to modify his bid, but shall be required to extend the validity of his bid. All the terms of the bidding shall continue to be applicable during the extended period of validity.

4. Format and Signing of Proposal

- 4.1 The Bidder shall provide all the information as per this RFP. BIAL reserves the right to evaluate only those proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- 4.2 The Bidder shall prepare and submit one original proposal along with an additional copy.
- 4.3 RFP submissions must be received no later than **17.00hrs on 27th Feb 2012. (Proposal Due Date)** in the manner specified in the RFP document at the address given below.
- 4.4 The Proposal shall not contain alterations or additions, except those to comply with instructions issued by BIAL or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 4.5 One set of originals of all documents in hard printed format along with the proposal duly signed by the Bidder shall be submitted. (This will become the part of the purchase order/agreement to be issued/executed on award of the contract).
- 4.6 The envelope and proposal should clearly mention the following details:

**BID for supply, testing & commissioning of garden equipment for
Bangalore International Airport Limited.**

To
Mr. Suresh K N
Bangalore International Airport Limited.
Administrative Block,
Devanahalli, Bangalore-560300,India.

Proposal Due Date and Time: 17.00hrs on 27th Feb 2012

BIAL may, in exceptional circumstances and at its sole discretion, extend the proposal due date by issuing an addendum uniformly for all Bidders.

5. Questions during the Bid phase:

All enquiries or comments regarding this bid, and any other related matters must be made in writing by e-mail to Mr. Suresh K N (suresh.kn@bialairport.com). BIAL may, to the extent necessary and as it deems fit, respond in writing to any questions and concerns of the bidders regarding any element of the issued bid documents.

6. Responsibility of the Bidder:

It is the sole responsibility of the bidder to:

- i) Examine and understand the bid documents, including all the annexures/appendices and to verify their completeness. In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied, the Bidder shall promptly apply to BIAL in writing to have any such discrepancy rectified well before the bid closing date;
- ii) Familiarize itself with the premises at which the services will be conducted and any relevant fixtures, fittings and equipment there to be utilised or that may otherwise be relevant, make all relevant investigations in relation to the performance of its obligations pursuant to the Bid;
- iii) The bidders should inform BIAL of any concerns implied or related to but not specifically mentioned in the Bid or other documentation.

BIAL reserves its right to accept any Bid and to reject any or all the Bids/proposals received without any reason or can change the process of the selection at any time during or after the Bid process.

7. Confidentiality:

The Supplier should ensure the confidentiality of all documents supplied by BIAL, including this RFP. The documents will be used in bidding process only.

8. Assignment:

Any assignment of this RFP/purchase order/agreement or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of BIAL, shall be void. Any such consent shall not relieve the Supplier from its obligations under the RFP/purchase order/agreement.

9. Law and Jurisdiction:

The present Bid shall be considered, governed by and interpreted in accordance with the laws of Republic of India. The jurisdiction for the purposes of the bid shall be the courts in Bangalore only.

10. Bankruptcy:

BIAL may, at any time, by notice in writing summarily terminate the purchase order/agreement without compensation if the Supplier is declared bankrupt/insolvent and/or faces any action of bankruptcy, etc. In such an event, the Supplier will be bound to refund all amounts received from BIAL. In addition to that BIAL is also entitled to invoke the guarantee bonds executed in its favor by the bank on behalf of the Supplier.

11. Government Regulations:

- (a) The bidder shall be responsible for obtaining and maintaining permits and also for complying with all the laws, orders, regulations or other instructions issued by all statutory authorities in India.

12. Warranty

Equipment to be supplied in accordance with orders shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for material of the type ordered and in full conformity with the specifications or drawings issued by BIAL, or samples and shall be operable properly and the bidder shall be bound to furnish a clear written warranty certificate regarding the same. In the event of any equipment, on receipt by BIAL, are found to be not in accordance with the order, the bidder shall replace them free of cost including all freight and handling and any other charges as incurred by BIAL to that extent. These warranty conditions will also apply in respect of replaced equipment. This warranty shall survive inspection or payment for and acceptance of equipment, but shall expire (except in respect of complaints notified to the bidder prior to such date) 24 months after their arrival at the ultimate destination

13. Intellectual Property Rights:

It is the sole responsibility of bidder to comply with all intellectual property rights in respect of the equipment supplied. BIAL will not responsible for any claim against IPRs.

14. Other requirements

- (a) The bidder should confirm that the equipment should have the marking plate fixed on a suitable place on the equipment which should show details of equipment including year of manufacture, manufacturers name with trademark & brief specifications.
- (b) The bidder should send his technical person at his own cost to the Airport for training staff of BIAL in the operation of the appliance. The bidder shall also train at least 02 persons of BIAL to carry out routine maintenance and

running repairs of the equipment at the site. The entire training shall be free of cost.

15. AWARD PROCESS:

15.1 General:

BIAL is conducting the award process in a fair and non-discriminatory manner. Canvassing in any form, unsolicited letters and post bid correction will invoke summary rejection of the Bid. Conditional Bids would be rejected.

BIAL however reserves the right to unilaterally and at its sole discretion to change the award process, certain elements of the bid documents or to annul the entire bidding process at any time, without assigning any reason and without incurring any liability towards the affected bidder. BIAL also reserves the right to change some elements of the planned set up for the work at the Airport, if governmental regulations change in a manner such that the objectives of BIAL cannot be met through the planned set up.

The Bidder shall comply with all the terms and conditions set out in bid document and its appendices while submitting its proposal.

15.2 Distribution of RFP/Bid Documents:

The RFP document shall be treated as confidential and the information given in the RFP is for the purpose of submitting a proposal only and shall not be used or distributed to any third-party at any time for any other purpose.

15.3 Selection Criteria:

BIAL would evaluate the proposal based on the technical capabilities of the firm, financial soundness of the firm, relevant experience, price offered etc.; but will ensure a balance between technical and commercial aspects. Key requirements for applications:

- Filled document as per terms of RFP

15.4 Legal conditions

The Bidder shall be a valid legal entity as per Indian laws.

15.5 Evaluation of proposals

BIAL will evaluate the different proposals based on the following criteria (in brackets the weightage of each criterion):

Sl.No	Criteria	Percent (%)
1	Understanding the Scope requirements	15%
2	Proposed Team's Capability in the relevant work.	20%
3	Delivery time & Quality of the Equipment	20%
4	Network of Maintenance/Spares Support	20%
5	Competitive pricing	15%
6	Process & Documentation expertise, quality and completeness of proposal	10%

16 REFERENCE LIST

Sl.No.	CLIENT	NAME OF PLACE AND COUNTRY	QTY . NO.	PRODUCT SUPPLIED	YEAR OF COMMISSIONING

17. LIST OF DOCUMENTS TO BE SUPPLIED BY BIDDER (DELIVERABLES)

1. General
2. Scope of Supply
3. Detailed Technical and aesthetic specifications
4. List of tools and spares carried with equipment
5. Test and Inspection plans with stages
6. Registration with government authorities, if required.
7. Technical documents and Manuals
8. Operation maintenance Manuals
9. Manufactures warranty and guarantee certificates
10. Annual Maintenance contract plan
11. Delivery Schedule/Bar Chart

18. Details of Critical Conditions and Deviations required :

Sl. No.	Terms & Condition	Agreed/not agreed	Deviation, if required

1.	Scope of Supply		
2.	Technical Specification of the supply		
4.	Delivery schedule commitment.		
5.	Agreement for Two Years Warranty and 3 Years Annual Maintenance Contract.		
6.	Payment Terms		
7.	Validity of offer for 3 months from last date of submission of quotation.		

19. PRICE SCHEDULE TO BE INCLUDED.

SL No	Description	Cost
Col(1)	Col(2)	Col(3)
1	Ex works cost	
2	Duties, taxes, levies etc.	
3	Transport to site	
4	Installation/testing/commissioning	
5	Insurance for transit to site & storage until commissioning and take over	
6	Training of two engineers or Technicians in maintenance at works.	
7	Training of BIAL staff in operation and routine/preventive maintenance at BIAL site.	
8	Cost of Inspection at works	
9	Any other charges/cost	
10	Cost of spares and cost of AMC/CMC for 3 years post warranty period (to be provided in separate sheet)	

Note:

1. Currency for the tender is INR if the supply is from Indian source and INR/US dollars /Euro if the supply is from overseas source.
2. Include all costs ,material, bought out components and all taxes & duties paid on transactions between manufacturers and suppliers, transport, packing & other incidentals
3. Items lists with unit & total prices to be furnished separately
4. Training to be both at site and works. Travel and charges for outstation stay to purchaser's account.
5. Custom duty if any to be paid by BIAL but not counted for evaluation.
6. CMC- Comprehensive Maintenance Contract- all inclusive of spares and labour

AMC- Annual Maintenance Contract -excluding the cost of spares.

LIST OF ANNEXURES TO RFP

1. ANNEXURE 1: SCOPE OF SERVICES & DELIVERABLES