Tel दूरभाष : EPABX LINES - (0821) - 2582905

2582915, 2582925 2582935, 2582945

Fax फैक्स : (0821) - 2582099

e-mail ई-मैल : mysorepress@brbnmpl.co.in

Website बी-सैट : www.brbnmpl.co.in

CIN: U85110KA1995PTC017100



भारतीय रिज़र्व बैंक नोट मुद्रण (प्रा.) लिमिटेड

(भारतीय रिजर्व बैंक की संपूर्ण स्वामित्ववाली सहायक कम्पनी) नोट मुद्रण नगर, मैसूर - 570**ByoSpeed post**

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED

(Wholly owned subsidiary of Reserve Bank of India) NOTE MUDRAN NAGAR, MYSORE - 570 003.

Security Classification: Non Security Items

Tender Document for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Mysore

Tender No: 010/MYS/CIVIL/2017-18

This tender document contains: **31** pages

The tender document is sold to:

| M/s | _ |
|------------|---|
| M/sAddress | _ |
| | |
| | |
| | |
| | |

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri Pradip Kumar

Designation:-AGM

Address: BRBNMPL, Note Mudran Nagar, Mysuru

Phone: 0821-2469008 /2469029

Fax: 0821-2582099

Email: pradipkumar@brbnmpl.co.in

<u>Note:</u> All Official correspondences related to above tender are to be address to the head of Unit along with tender reference No as follows;

Address for Correspondences:

The General Manager, BRBNMPL, Note Mudran Nagar, Mysore-570003

CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)

| Tender Clause / Section Reference | Tender Clause Description | Remarks |
|---|---|--|
| Section I | Notice Inviting Tender (NIT) | Enclosed |
| Section II | General Instructions for Tenderer (GIT) | To be downloaded from website: <pre>www.brbnmpl.co.in</pre> under 'Downloads' Section. |
| Section III | Special Instructions to Tenderers (SIT) | Enclosed |
| Section IV | General Conditions of Contract (GCC) | To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section |
| Section V | Special Conditions of Contract (SCC) | Enclosed |
| Section VI | List of Requirements | Enclosed |
| Section VII | Technical Specification | Enclosed |
| Section VIII Quality Control Requirements /Compliance Statement by Tenderer | | Enclosed |
| Section IX | Qualification/Eligibility Criteria | Enclosed |
| Section X | Tender form | Enclosed |
| Section XI | Price Schedule (Price Bid) | Enclosed |
| Section XII | Questionnaire /Checklist | Enclosed |
| Section XIII Bank Guarantee Form for EMD | | <u>Not Applicable to this tender</u> . In place of BG, Required DD is to be submitted for EMD as mentioned in section-I (Notice for Inviting Tender-NIT) |
| Section XIV | Manufacturer's Authorization Form | Not applicable to this tender |
| Section XV | Bank Guarantee Form for Performance Security / SD | Enclosed |
| Section XVI | Contract Form | Enclosed |
| Section XVII | Letter of Authority for attending a Bid Opening | Enclosed |
| Section XVIII | Shipping arrangement for liner cargo- | Not applicable to this tender |
| Section XIX | Proforma of Bills for Payments | Enclosed |
| Annexure A | Proforma for Financial Turnover for last 03 years certified by CA | Enclosed |

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भारतीय रिज़र्व बैंक नोट मुद्रण (प्रा.) लिमिटेड

(भारतीय रिजर्व बैंक की संपूर्ण स्वामित्ववाली सहायक कम्पनी) नोट मुद्रण नगर, मैसूर - 570**ByoSpeed post**

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED

(Wholly owned subsidiary of Reserve Bank of India) NOTE MUDRAN NAGAR, MYSORE - 570 003.

SECTION- I: NOTICE FOR INVITING TENDER (NIT)

BNM No.

/ (M) 19.08.01/2017-18

June 05, 2017

M/s

TENDER NO: 010/MYS/CIVIL/2017-18

<u>Sub:</u> Tender Notice for Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited for the "Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore".

| Schedule No. | Brief Description of Goods / Services | Quantity (with unit) | Earnest Money Deposit | Remarks |
|-----------------|--|----------------------------|--|---|
| 1 | Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore As per Scope of work mentioned at List of Requirement –Section-VI | | ₹ 80,000/- (Rupees Eighty Thousand Only) | Estimate Value: ₹ 40,00,000/- (Rupees Forty Lakhs Only) |

SALIENT FEATURES OF TENDER FORM

| Si. No. | Description | Details |
|------------|--|---|
| 1 | Tender No. | TENDER NO: 010/MYS/CIVIL/2017-18 |
| 2 | Tender Date | June 05, 2017 |
| 3 | Name of the Work | Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore |
| 4 | Estimated Value | ₹40,00,000/- (Rupees Forty Lakhs Only) |
| 5 | Earnest Money deposit | ₹80,000/- (Rupees Eighty Thousand Only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysore. Payable at Mysore |
| 6 | Cost of Tender Form | ₹ 500/- (Rupees Five Hundred Only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysore. Payable at Mysore |
| 7 | Last date of sale of tender forms | One day before the date of submission and closing up to 14.00 Hrs. (Incase holiday falls on that day, it shall be last working day). |
| 8 | Last date of submission/ closing of the tenders | 14.30 hrs. on July 05, 2017 |
| 9 | Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT) | Shri. Pradip Kumar, AGM (Civil Maint.) |
| 10 | Date of opening of Technical bid | 15.00 hrs. on July 05, 2017 |
| 11 | Date of opening of Price bid | Shall be communicated to the eligible bidders. |
| 12 | Validity of tender | 120 days from the date of opening of the tender, which can be further extended for another 30 days. |
| 13 | Date of Commencement | As mentioned in LOI/Work Order or as advised by the in-charge officials |
| 14 | Tenure | Total tenure shall be TWO years. Initially, the Item Rate Contract for civil & other related works shall be awarded for a period of one year. At the end of tenure, on satisfactory performance of the contract, the contract may be renewed for ONE more year. |
| 15 | Liquidated Damages | At the rate of 0.5% (half percent) of the incomplete contract value per week of delay, up to maximum of 10% (Ten percent) of the incomplete contract value after which the contract stands rescinded. |
| 16 | Defect Liability Period | 12 months from the date of Completion of work. |
| 17 | Security deposit | EMD amount of Successful Bidders shall be converted into Initial Security Deposit, which will be retained till completion of full tenure of contract and defect liability period of the last work executed. |
| 18 | Release of security deposit | After expiry of defects liability Period/Completion of contractual |

| | | obligations including warranty obligations. |
|----|--------------------------|---|
| 19 | Period of submitting the | Maximum period of two months |
| | final bill by contractor | from the date of completion. |
| 20 | Terms of contract and | As per schedule. |
| | specifications | |

- 2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website https://www.brbnmpl.co.in for further details.
- 3. Cost of Tender Form: Cost of Tender Form is ₹ 500/-. Tender Documents can be purchased from our office up to one day before the last date of submission of the tender up to 14.00 hrs. during working hours against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysore on any scheduled bank payable at Mysore. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD should be submitted in the envelope containing Earnest Money Deposit. The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection.
- 4. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
- 5. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
- 6. The tender documents are not transferable.

For and on behalf of BRBNMPL,

(Pradip Kumar) Assistant General Manager

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

- 1. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 Hrs. One day before the last date of submission (Incase holiday falls on that day, it shall be last working day) against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysore on any scheduled bank payable at Mysore. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD/Pay Order/Bankers Cheque should be submitted in the envelope containing Earnest Money Deposit. The offer of the tenderers who do not submit the cost of the Tender Document downloaded from the website shall be liable to be rejected. Issuance of tender paper shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.
- 2. **Validity of Tender**: The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
- 3. **Tenure of Contract:** The work should be completed as per the time period mentioned in the tender form/individual work orders (i.e., for a period of 02 years on yearly renewal basis based on satisfactory performance).
- 4. **E.M.D:** An EMD of ₹ 80,000/- (Rupees Eighty Thousand Only) is payable in the form of Demand Draft/Banker's Cheque drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysore drawn from any scheduled Commercial Bank in India, payable at Mysore. Please refer GIT Clause 18 under Section II, In case E.M.D is not submitted along with the tender (Techno-commercial bid), the offer will be liable for rejection. However, please note DGS&D / NSIC, New Delhi registered firms are exempted from submission of requisite EMD.

5. Contract Price:

- The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion, water, electric consumption meters, plant and equipment, storage sheds, watching, and lighting, by night as well as day including, Sundays and holidays, temporary electric supply and plumbing work, etc., as occasion shall require or when ordered to do so, charges incurred for laboratory tests of materials and specimens and arranging for field testing as per the IS provisions and as instructed by the BRBNMPL representatives, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the BRBNMPL. The rate quoted shall be deemed to be for the finished work to be measured at site.
- The rate quoted shall also be firm irrespective of any variation in quantities of items given in the schedule of items
- 6. **Optional Quantity/Additional Work order:** Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; contractor shall not claim any extra rate on this account.
 - BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates within 06 months from date of successful completion of this caption work. The successful contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.
- 7. Please send your competitive bidding in sealed cover super scribed as "Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore" against Tender Enquiry No.010/MYS/CIVIL/2017-18 dated June 05, 2017 to reach us on or before 14.30 hrs. on July 05, 2017 at BRBNMPL, Mysore with the following separate sealed covers inside:
 - a. The First sealed cover super scribed as <u>Technical bid (part I)</u> against Tender Enquiry No. **010/MYS/CIVIL/2017-18** dated **June 05, 2017** should contain all the Technical details offered by the tenderer including Section VIII Quality Control Requirements/Compliance statement by Tenderer, documents in support

- of Qualification/Eligibility criteria (Section IX), Section X: Tender Form, Section XII: Questionnaire, Section XIV: Manufacturer's authorization form (if applicable), brochure and product details, drawings, etc., of the item being offered, EMD amount and cost of tender paper. No information regarding price should be mentioned in this part.
- b. The second sealed cover super scribed as PRICE BID (part II) against Tender Enquiry No.: **010/MYS/CIVIL/2017-18** dated **June 05, 2017** should contain only Section XI Price Schedule exactly as per proforma duly filled and signed.
- c. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
- d. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.
- e. The Techno-commercial part (part I) tenders will be opened at 15.00 hrs on **July 05, 2017** in the presence of available tenderers or their authorized representatives. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. The date of opening of Price bids will be intimated to qualified bidders. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

8. Price:

- a. The contractor has to quote his most competitive price considering all the factors involved in the **Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore** and the price shall be inclusive of all taxes (VAT, WCT, CST etc.) excluding Service Tax. The Price shall be firm & binding, no escalation on above on any account shall be admissible during the currency of contract period. In case of any further Govt. tax liability like due to implementation of GST, etc. the same shall be reimbursed on submission of documentary evidence.
- b. The percentage quoted for the items above/below/ at par shall be applicable for the KPWD SR rates, Mysore Circle for the relevant year (currently 2016-17) and shall be valid for the particular year as per the applicable rates published by the KPWD i.e., the percentage quoted shall be applicable for the relevant year. Till the time new rates published by the PWD are not available, the earlier rates shall be taken for taking up the jobs. For the items not covered in the above PWD SR rates, market rates shall be taken/ item rate analysis shall be prepared by the contractor and submitted for approval for BRBNMPL as per the market rates. On such items 10% contractor's profit and overhead will be extra on base rate but no additional percentage shall be added for the particular year, since item shall be analyzed as per the current market rates. No escalation shall be entertained subsequently. The renewal of the contract shall be done on satisfactory performance. The estimated value of works in a year have been arrived at, for the total estimated value of works expected to be carried out during the year, however the value of each work order during the tenure shall not be more that ₹ 5.00 Lakhs in each case. The value is indicative only; the amount may vary as per the requirement during the year. Service Tax as applicable and as prevailing will be paid as extra in the respective Work Order.

9. Mode of Payment & Payment Terms:

a. After satisfactory completion of the work, the contractor has to submit the detailed measurement sheets and the compliance report from the complainer along with the bill in the prescribed format for payment. They have to make themselves available for taking final measurement failing which, the company reserves the right to take final measurement at its own & no claim later on shall be entertained.

- b. Before submission of the bill the contractor should ensure the complete site clearance.
- c. Statutory deduction of taxes will be made at source.
- d. Bill for the work done shall be raised by the Contractor and submitted in prescribed format, the measurements should be submitted in MS excel in standard measurement format for verification which shall be verified and released by the BRBNMPL after satisfactory completion of the job and certification as per the items description and satisfaction of BRBNMPL.
- e. Bill shall be released within two months from the submission of the bill subject to fulfilling the criteria as mentioned in clause (a) and (b) above.
- f. Bill shall be submitted in the prescribed format for payment.
- g. Contractor must submit the detailed measurement after completion of the work for payment and make available themselves for taking final measurement. In case contractor fails to do so, company reserves the right to take final measurement at its own & no claim later on shall be entertained.

a. R/A Bills:

- i. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per measurements submitted for certification to BRBNMPL in MS excel MS sheets in standard measurements sheets. Deductions will comprise the deductions as stipulated including statutory deduction.
- ii. All progress payments made / R/A bills paid shall be regarded as payment by way of advance against final payment only and not as payment for the work completed.
- iii. The contractors must finally complete the work strictly in accordance with the Specifications, if required, by reconstructing or rectifying faulty work.
- iv. All R/A bills/ invoices for progress payments as well as for final payments shall be submitted in prescribed printed computerized forms supported by detailed measurement of items of work.
- v. The minimum value of interim bill/monthly bill/progressive running account (R/A) bill shall not be less than as mentioned in the tender form/ individual work orders.
- vi. All payments to the Bidder shall normally be made by Account Payee Cheques/Electronics clearing facility. All Bank charges in connection with payment by way of Demand Draft on specific request to the Bidder shall be borne by the Bidder /RTGS on submission of the request by the bidder as per Finance Department requirement.
- b. **Final Bill:** The final bill along with no claim certificate shall be submitted by the Bidder within 2 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after the clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to the BRBNMPL.

Contractor will not be paid any mobilisation advance or secured advance. All the bills should be submitted as per proforma bills for payment (Section-XIX).

- 10. **Clarification of Bidders:** For any clarification bidder may contact on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained. Our contract numbers are: **0821-2469008 /2469029**.
- 11. **Withholding of Payments:** The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:
 - a. Defective work pointed out by the Employer and not remedied by the Contractor.

- b. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers, or to nominated Sub-Contractors.
- c. Damage by the Contractor to the work of other Contractors or Sub-Contractors.
- d. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- e. A reasonable doubt that the Contractor intends to leave work items incomplete.
- f. Failure of the Contractor to execute the Works in conformity with the Contract Documents.
- g. Failure of the Contractor to meet or keep-up with the approved Construction Program.
- h. Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.
- 12. **Extra Items in the works:** Any extra items that are found to be necessary during the course of work, the same shall have to be executed by the contractor with written instruction from BRBNMPL. The rates for the same shall be derived from KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates).
- 13. **Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit by way of DD / BG to BRBNMPL for an amount equal to 10% of the Order Value, valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV.)
- 14. **Liquidated Damages:** If the contractor fails to complete the work within the time frame (s) [completion schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the tendered price of the delayed works [value of quality for which work is delayed] for each week of delay or part thereof until actual completion, subject to a maximum deduction of 10%. [Please refer GCC Clause 24 under Section IV].

15. Defects Liability Period:

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder, shall upon the directions in writing of the BRBNMPL, and within such reasonable time as shall be specified therein, be amended and made good by the Bidder, at his own cost and in case of default the BRBNMPL may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.

- 16. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
- 17. If the tenderer is registered under DGS&D/NSIC, New Delhi they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/NSIC, New Delhi. Tenderer registered with NSIC/DGS&D are eligible for exemption of only EMD. As regarding SD, the tenderer who are registered with DGS&D /NSIC should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-part-I.
- 18. Copies of Certificates / Documents related to VAT/CST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-part-I.
- 19. **Sub-contract:** Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of Security Deposit

20. Rights of the Company:

a. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.

- b. If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserves the right to terminate the contract and forfeit the EMD / Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original contractor.
- 21. All terms & conditions of this NIQ shall be treated as part & parcel of the contract.
- 22. **Contract Agreement**: A formal agreement has to be executed between the contractor and BRBNMPL on ₹ 100/-Non-judicial stamp paper purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XVI. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the contractor shall be forfeited and BRBNMPL may initiate appropriate action as deemed fit.
- 23. **Indemnity:** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.
- 24. Correction of Work Before Virtual Completion of Works: The Employer, its representatives shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemised in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, reexecution, rectification and making good. If the Contractor fails to remove, replace, reexecute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Employer from any money that may be payable or that may become payable to the Contractor.
- 25. Termination: If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven day's notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the

Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by him due to the Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.

26. **Resolution of Disputes / Arbitration:** If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Mysuru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us.

27. **Tenure:**

- a. Initially, the work order shall be issued for a period of one year.
- b. It is renewable for another one more year on satisfactory performance. The contract can be terminated at any time at the discretion of the BRBNMPL with one month's notice without assigning any reason.
- c. If, in any case the contract is extended beyond 02 years of tenure, the same shall be done with the mutual consent of the contractor.

28. Other Instructions:

- a. A tenderer should quote the tender in figures as well as in words. The Rates and total amounts should be rounded off to nearest percentage (%) value. In case of discrepancy between the rates in words and figures the rate quoted by the tender in words shall be taken as correct.
- b. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.
- c. 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 Asst. General Manager, Civil Maint. Contact ph. 0821-2469008 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
- d. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
- e. Please note that the contractors who have worked earlier with BRBNMPL, Mysuru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
- f. Agencies those who are not empanelled with BRBNMPL, Mysuru are requested to kindly download the vendor registration form from the website and submit the same along with registration fees of $\stackrel{?}{\sim} 500/$ before submitting the tender documents.

No counter conditions shall be accepted.

Section II: General Instructions to Tenderer (GIT)

For Part-I Please refer our website www.brbnmpl.co.in, under "Downloads"

Part II: Additional General Instructions Applicable to Specific Types of Tenders:

1. Compliance Of Security Norms:

- a) Bharatiya Reserve Bank Note Mudran Pvt. Limited, Mysore is a security organization and its premises have been declared as 'PROTECTED AREA' by the Govt. of Karnataka. Hence the bidder shall have to abide by the prevailing security Norms. Any of the bidder' employee/works man/labour deployed at site found by the Company as having doubtful integrity, shall be removed from the premises at the risk and cost.
- b) The bidder shall provide security provisions to check infiltration, and safeguard of the works till the complete work is handed over. Nothing, extra shall be paid to the bidder by the BRBNMPL on this account.

2. Safety & Security Measures:

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take "Workmen's Compensation Insurance' policy to all of his workmen engaged for the said job and copy of the same to be submitted. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during the execution of construction works against any type of personnel injury or any damage to the property, which can arise during working. Adequate safety gadgets shall be provided by the contractor to the workmen as per norms.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) In case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- g) Protective gear such as safety masks/helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
- h) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BRBNMPL in this regard shall be final and binding on the contractor.
- i) The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
- j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- k) BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules

of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes.

- Contractor must ensure that the number of labours/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- m) The BRBNMPL and their respective representatives shall at all reasonable times have free access to the work or other places where materials are lying or from which they are being obtained and the Bidder shall give every facility to the BRBNMPL and their representative necessary for inspections and examination and test of the materials and workmanship. No Person, not authorized by the BRBNMPL except the representatives of public authorities, shall be allowed on the works at any time.
- n) Gate passes for all the workers shall be applied in the prescribed Gate pass Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.

| Γ; | S1 | Name of | Father | Age | Present | Permanent | Identification | Signatur | re |
|----|----|---------|--------|-----|---------|-----------|----------------|----------|-----|
| | No | Person | name | | Address | Address | Mark | of | the |
| | | | | | | | | Individu | al |

The following statement also has to be signed by the Contractor.

"It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of BRBNMPL and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of Director, GM, DGM and any Executive of the company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period."

The Format may be collected for applying the Gate pass from the concerned Section:

- a. The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. This certificate or receipt of submission shall be submitted by the contractor. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the contractor.
- b. On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
- c. Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.
- 3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
- 4. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
- 5. The calculations made by the tenderer should be based upon probable quantities of several items of work which are furnished for the tenderer's convenience in the schedule of probable quantities but it must be clearly understood that the contract is not a lump sum contract.
- 6. The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.

7. Tender Evaluation:

- a. The works to be carried are in the BRBNMPL (Plant & Township Areas), Mysore. BRBNMPL reserves the right to issue separate contracts for Plant and Township at the L1 quoted rates among participated agencies. However, in case where two or more agencies have quoted the same percentages, the works shall be allotted on rotational / performance basis considering the quality, performance, timely completion of the job, availability of the Agency and the agencies will not have any claim whatsoever thereof.
- b. The agency(s) have to quote the percentage above/below/at par on the scheduled rates for Civil / Miscellaneous works and at par.
- c. The evaluation shall be based on the Lowest (L1) percentage rate quoted. However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- d. The rates shall be applicable as per the relevant year KPWD SR rates, Mysore Circle as published by the PWD and the works shall be awarded by adding their quoted percentage for the particular year, (however any item not covered in the PWD SR rates and is required to be executed, rates shall be worked out as per the market rates for which contractor to submit the rate analysis for approval of the BRBNML).
- e. BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- f. Bid Currencies: Prices shall be quoted in Indian Rupees only.
- g. Parties whose bids are not as per our terms and conditions mentioned in this tender and those bids are with counter conditions are liable for rejection. For any clarification, tenderer may meet the Maintenance Division personnel on any working day

Note: Agencies have to quote for both Plant & Township and these who are not quoting for both the parts shall not be considered for further evaluation.

Section III: Special Instructions to Tenderers (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

(Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.)

| SI. | GIT Clause | Topic | SIT Provision |
|-----|------------|--|---|
| No. | No. | | |
| 1 | 4 | Eligible Goods and | No provision |
| | | Services (Origin of Goods) | |
| 2 | 8 | Pre bid Conference | No provision |
| 3 | 9 | Time Limit for receiving request for clarification | No provision |
| | | of Tender Documents | |
| 4 | 11.2 | Tender Currency | No provision (INR) |
| 5 | 12.1 | Applicability of Octroi and Local taxes | No provision |
| 6 | 14 | PVC Clause & Formula | Not applicable |
| 7 | 19 | Tender Validity | 120 day from date of opening of tender. |

| | | | Extension of another 30 days, if required |
|----|--------------------------|---|---|
| 8 | 20.4 | Number of Copies of Tenders to be submitted | One |
| 9 | 20.9 | E-Procurement | Not applicable |
| 10 | 35.2 | Additional Factors for Evaluation of Offers | Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied should be strictly as per given specification without counter conditions. |
| 11 | 43 | Parallel Contracts | Not applicable |
| 12 | 50.1, 50.3 | Tender For rate Contracts | Not applicable |
| 13 | 51.1, 51.2 | PQB Tenders | Applicable |
| 14 | 52.1, 52.3, 52.5 | Tenders involving Purchaser's and Pre- Production Samples | Not applicable |
| 15 | 53.4, 53.5, 53.7 | EOI Tenders | Not applicable |
| 16 | 54.3.1, 54.5.2 | Tenders for Disposal of Scrap | Not applicable |
| 17 | 55.2,55.3, 55.7, 55.8 | Development/ Indigenization Tenders | Not applicable |

Section IV: General Conditions of Contract (GCC)

Please refer our website www.brbnmpl.co.in, under "Downloads"

Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GGC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit).

| Si. No | GCC Clause No. | Topic | SCC Provision |
|--------|-------------------------------------|---|----------------|
| 1 | 8.2 | Packing and Marking | No Change |
| 2 | 11.2 | Transportation of Domestic Goods | No Change |
| 3 | 12.2 | Insurance | No Change |
| 4 | 14.1 | Incidental Services | No Change |
| 5 | 15 | Distribution of Dispatch Documents for clearance / Receipt of Goods | Not applicable |
| 6 | 16.2, 16.4 | Warrantee Clause | No change |
| 7 | 19.3 | Option Clause | No change |
| 8 | 20.1 | Price Adjustment Clause | No change |
| 9 | 21.2 | Taxes and Duties | No change |
| 10 | 22, 22.1, 22.2, 22.3, 22.4, 22.6 | Terms and Mode of Payments | No change |

| 11 | 24.1 | Quantum of LD | No change |
|----|----------------|--|----------------|
| 12 | 25.1 | Bank Guarantee and Insurance for Material No change loaned to Contractor | |
| 13 | 33.1 | Resolution of Disputes No change | |
| 14 | 36.3.2, 36.3.9 | Disposal / Sale of Scrap by Tender | Not applicable |

Section VI: Scope of Work & Section VII: Technical Specifications

1. General Conditions:

- a. We invite rate contract for various Civil & Other Related Works in both Township and Plant areas of BRBNMPL, Mysore.as per the prevailing PWD Schedule of Rates, Mysore Circle.
- b. The job shall be taken up on as and when required basis throughout the year.
- c. The work shall be taken up as per the requirement for the value up to ₹ 5.00 Lakhs in each case or the value as decided by the BRBNMPL.
- d. Payment shall be released as per the work order conditions.

2. Scope of Work and Placing of Work Orders:

The scope of work shall be specified while placing work order for the individual works. Work orders shall be placed on as and when required basis as per the requirement.

- a. The job includes all kinds of civil and other related works as per item description mentioned in the BOQ of respective Work Orders, working at all heights and levels.
- b. The rate for respective item(s) shall be for the complete finished work and shall also include but not limited to the following bye-works/ activities, all complete at all level(s) and location(s) as per specification and direction of BRBNMPL.
- c. Rates shall be inclusive of providing scaffolding wherever required and removal of the same at all heights and levels for G+2 & G+3 buildings.
- d. Special care shall be taken by providing suitable covers tarpaulins etc., to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants. The rates quoted shall include covering of furniture's and for handling and re-arranging the furniture etc. and any damage to property caused by the contractor, shall be made good by the contractor at his cost. The internal painting work in residential buildings shall be done in sequence to completion of all other works in that area required to be done and after their completion.
- e. The Contractor shall arrange all the required materials, tools tackles, labour, transportation etc., at his own cost.
- f. The Contractor must follow all safety norms during his work & also take care of BRBNMPL property as per instructions.
- g. The Contractor must clear the site at his own cost after completion of his work; otherwise BRBNMPL will deduct a suitable amount from their bills and get the job done separately.

3. Time period:

- a. The total job should be completed within time period as mentioned in the relevant work order from the date of issue of respective order. The total time period as mentioned for the completion of the job is to be strictly maintained and is the essence of the order.
- b. If the contractor fails to take up the work within a reasonable time or refuses to accept the work order or leave the job incomplete, BRBNMPL reserves the right to forfeit the security deposit as applicable and no more quotations will be issued to the party in future & Contractor shall be Blacklisted.
- **4. Liquidated Damages:** For any delay beyond the time specified above without any valid reason/(s), liquidated damages @ 0.5% of the value of the work shall be levied per week of delay, subject to a maximum of 10% of incomplete contract value. The contractor may apply for extension at least Ten (10) days prior to the date of completion with valid reasons beyond the control of contractor.

The technical specifications shall be mentioned while placing work order for the individual works. Work orders shall be placed on as and when required basis as per the requirement.

Section VIII: Quality Control Requirements/Declaration by the tenderer - Tender Enquiry No. - 010/MYS/CIVIL/2017-18

Tender Document for Modification of Toilets at BRBNMPL, Mysuru

Supplier/Bidders shall fill the following format and submit along with bid

- 1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
- 2. I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BRBNMPL Officers in charge.
- 3. Price BID been submitted as per given format_(Section XI: Price Schedule -<u>Part-III Bid</u>) in separate sealed envelope.
- 4. DD for EMD amount, Cost of tender document, complete set of signed tender document & necessary proof documents for eligibility in tender participation are attached with Part-I Tender Form.
- 5. Payment terms are accepted as per tender conditions.
- 6. I have the proof of following mandatory documents and enclosed along with tender documents.
 - a) VAT /TIN No/ CST No
 - b) PAN No.
 - c) Service Tax No.
 - d) Requisite work experience (work order copies and work completion certificates as per eligibility criteria)
 - e) Work credential with financial turnover required to participate in this tender as per eligibility criterion (certified by CA)
- 7. We have gone through the other tender conditions mentioned in <u>Section-II</u>: (General Instructions for Tenderer (GIT) & <u>Section-IV</u> General Conditions of Contract (GCC)) of this tender downloaded from BRBNMPL website (https://www.brbnmpl.co.in) & we abide to follow above sections as a part of this tender.
- 8. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date: / / 2017

Place:

For and on behalf of

[Signature with Name & date] Duly authorized to sign tender for and on behalf of

Company Seal

Section IX: Qualification/ Eligibility Criteria

For Part-I: Technical Bid Criteria: (Section X: Tender Form –Part-I-Bid)

- 1. **Minimum qualification:** The agency/contractor should have experience in similar nature of works / **Building construction/***Plumbing/Sanitary/***Civil works.** Also the bidder should be currently in business and in sound financial condition.
- 2. The Tenderer should never have been blacklisted from BRBNMPL.
- 3. The bidder should be currently in business and in sound financial condition.
- 4. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2016.
- 5. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2016.
- 6. The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.

a. Company Profile:

Documentary Evidence for Status of Company (Proprietary/Partnership/Private/NSIC) along with details of the contact person/(s) with mobile number, email address, fax numbers etc. and list of esteem clients.

b. Financial Standing:

- i. Audited balance sheet & financial turnover certified by CA for previous THREE years i. e. for the financial year 2013-14, 2014-15 and 2015-16 ending on Mar 2014, Mar 2015 and Mar 2016.
- ii. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2016 should be 30% (i.e., ₹ 12.00 Lakhs) of estimated value or more.
- iii. CA certified turnover as per the format enclosed at Annexure A Proforma for financial certificate
- iv. Proof of having successfully completed similar works along with the work orders / performance Certificate/ Completion Certificate indicating a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 7 years ending last days of the month previous to the one in which tenders are invited as per either of the following:-

Work order completion certificate indicating Name of works, Work order no., date, Value of works order placed, actual value of work completed and the time period for the completion of the work (scheduled and actual) duly attested copies for each of the works should be submitted along-with the Tender Part – I. If required so the Bidder has to produce the original documents for verification by BRBNMPL, failing which the bidder will be disqualified. The originals of all the above-mentioned documents will be returned back after verification. The completion certificates of works issued by officers of rank below that of Executive Engineer or equivalent in case of CPWD/ PWD or any Government Department and Asst. General Manager or equivalent level of any commercial Bank would not be entertained. Total value of work done, date of completion of work and the nature of the work should be clearly mentioned in the completion certificate without which the application/tender will not be accepted.

Three similarly completed works each costing not less than the amount of value of 40% of estimated value (i.e., ₹ 16.00 lakhs) in the last 7 years up to 31.05.2017.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (i.e., $\frac{3}{20.00}$ lakes) in the last 7 years up to 31.05.2017.

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (i.e., $\frac{32.00 \text{ lakhs}}{1.05.2017}$) in the last 7 years up to 31.05.2017.

Note:

Similar works means Building construction/Plumbing/Sanitary & civil works etc. Sub-Contracted works will not be considered.

- 7. **Cost of Tender Form:** Cost of Tender Form is ₹ 500/-. Tender Documents can be purchased from our office up to one day before the last date of submission of the tender up to 14.00 hrs. during working hours against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD should be submitted in the envelope containing Earnest Money Deposit. **The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection**
- 8. **Earnest Money Deposit (EMD):** The tender shall be accompanied by Earnest Money of value as mentioned in the tender form in the form of crossed Bank Draft only issue in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru and should be valid for 90 days. The Bank draft may be taken from State Bank of India or a Nationalized Bank or any Scheduled Bank. On acceptance of the tender, the earnest money will be treated as part of the security deposit. The BRBNMPL will return the earnest money deposit, where applicable, to every unsuccessful tenderer.
- 9. For tenderers registered with NSIC/DGS&D, a separate undertaking is to be furnished for payment of SD in case they become L1 firm in bidding process.
- 10. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
- 11. Filled in and authenticated Tender Form (Section X).
- 12. All the Copies of documents mentioned in Technical Bid
- 13. Copy of complete set of tender documents duly signed with seal affixed except price bid.
- 14. Documentary Evidence:
 - a. Proof of Registration with works contract Tax (VAT), valid sales Tax, PAN and Service tax registration certificate.
 - b. ESIC and PF Registration Certificates.
 - c. An affidavit on stamp paper of ₹ 100/-(Non Judicial) stating "In case any ambiguity is noticed in the Documents (list out documents) submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law".
 - d. Power of Attorney / Authorization with the seal of the company in the name of the person signing the Tender Documents.
 - e. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
 - f. History and Structure of firm name of director / partners / proprietor with technical staff along with proof of status of Firm (Partner/proprietor / limited etc.)
 - g. Detail of Civil and criminal cases and other legal dispute proceedings including arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last 3 years.

All the above certificates / documents shall be duly signed with seal by the Authorized person of the firm.

Submission of Tenders shall be as under:

The Sealed envelope shall be submitted in the Tender Box kept at the Administrative Building, Note Mudran Nagar, Mysuru on or before the stipulated date and time. The tender should be marked as "Tender for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Mysore" with "Tender No. 010/MYS/CIVIL/2017-18 dated June 05, 2017" and original due date of opening at the top of the envelope. Each & every page of the tender shall be signed & stamped by the authorized bidder as an acceptance of terms and conditions. The bidders must make the entry of the tender submitted in the Tender register kept for the purpose before dropping the same in the Box.

Important:

- 1. Please note that the contractors who have worked earlier with BRBNMPL, Mysuru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
- 2. Agencies those who are not empanelled with BRBNMPL, Mysuru are requested to kindly download the vendor registration form from the website and submit the same along with registration fees of ₹ 500/- before submitting the tender documents.
- 3. Submission of tender shall be as under.
 - a. Envelope 1 containing Part-I Technical Bid:
 - b. Envelope 2 containing Part-II Commercial (Price) Bid:

Both the sealed envelopes should be put in a **Third** sealed cover super scribed with the name of the work and tender no. with due date of opening as mentioned in the tender form.

- 4. Tenders received after the below mentioned time and date, whether sent by post or delivered in person are liable to be rejected.
- 5. In case of any clarifications, bidders may contact civil maintenance section at 0821-2469008 (Direct) on any working days between 08:00 Hrs. 17.00 hrs.
- 6. **Dates:**
- a. Last Date of submission of Tender: July 05, 2017 at 14.30 hrs.
- b. Date of opening of Tender: (Bid): July 05, 2017 at 15.00 hrs.
- c. Opening of Price bid: Shall be intimated to qualified bidders in due course.

Tender once submitted will be treated as property of BRBNMPL and Tenderer will not be allowed to make any change / modification in Tender or withdrawal of Tender. Claim for ignorance of Site condition will not be considered.

Section X: Tender Form

Proforma of Technical Bid (Part-I) -Tender Notice Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore

Company Name,

To:

The General Manager, BRBNMPL, Note Mudran Nagar Mysore - 570 003.

Dear Sir,

SUB: Part-I: Proforma of Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore

Ref: Your Tender Enquiry No: TENDER NO: 010/MYS/CIVIL/2017-18

With reference to your Tender enquiry cited above, we are pleased to enclose the following as our technical bid for your kind consideration.

- 1. Our company's profile
 - a. Name of the firm:
 - b. VAT No. (Enclose Copy):
 - c. Income Tax P.A.N. No. (Enclose Copy):
 - d. Service Tax No.: (Enclose Copy)
- 2. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents are enclosed herewith.
 - a. Proof of Eligibility criteria & Experience.
 - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no. work completion certificates etc.
 - c. Audited balance sheet for previous Three years i. e. for the financial year ending March 2014, March 2015 & March 2016.
- 3. We have enclosed a) in a separate envelope DD No......datedof amount as mentioned in the tender form Payable at Mysore towards the payment of EMD amount.
- 5. We confirm that the Price bid is quoted exactly as per your format and is inclusive of material, labour and all statutory levies, duties, service tax & all other charges as per Scope of work.
- 6. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. In case any counter condition is put the tender is liable to be rejected. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of our acceptance along with EMD and tender form cost.
- 7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
- 8. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V "Special Conditions of Contract", for due performance of the contract.
- 9. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and other tender conditions mentioned in Section-II :(General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC). (Please Refer website: https://www.brbnmpl.co.in)

10. We agree to keep our tender valid for acceptance for a period up to 120 days extendable up to another 30 days as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

| Dated this | day of |
|---------------|--------|
| For & on beha | alf of |

(Signature with date) (Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you, Yours faithfully,

Seal

Signature with date.

Name:

Note: Technical bid <u>with out</u> Copies of documents mentioned in Serial No.1, EMD amount, Tender form cost & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected.

Section XI: Price Schedule -Part-III Bid

Proforma of Price Bid cum Tender Notice Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore

From:

To:

The General Manager, BRBNMPL, MYSORE – 570 003.

Dear Sir,

SUB: Tender Notice for Item Rate Contract for Civil & Other Related Works at BRBNMPL, Mysore

REF: Your Tender Enquiry No: TENDER NO: 010/MYS/CIVIL/2017-18

We received your tender enquiry cited and we are pleased to submit the following as our price bid for your kind consideration.

A. Item wise Price bid

Contractors to quote percentage (%) above / at par/ below the schedule rate given for civil and Other Related works in BRBNMPL, Mysore mentioned below for each year as per details given below.

| Si. No. | Work Description | Percentage above/ at par/below the KPWD schedule rates, Mysore Circle 2016-17 (In figures and words) | |
|------------|--|--|--|
| | Item Rate Contract for Civil | | |
| 1 | and Other Related works in | | |
| | Township Area | | |
| | Item Rate Contract for Civil | | |
| 2 | and Other Related works in | | |
| | Plant Area | | |
| 3 | Rate quoted above at Sl. No. 1 & 2 is inclusive of VAT/WCT @ % | | |
| 4 | Rate quoted above at Sl. No. 1 & 2 is exclusive of Service tax @ % | | |

NOTE:

- 1. The Percentage quoted above/ at par/below the KPWD schedule rates, Mysore Circle and is inclusive of all the materials, labour, transportation, insurance, loading/ unloading, contractors profit, applicable taxes (VAT, WCT, CST etc.) (excluding Service Tax) etc. or any other inputs unless mentioned otherwise. Service Tax as applicable and as prevailing will be paid as extra in the respective Work Orders.
- 2. No escalation shall be entertained over the quoted rates during tenure of the contract.
- 3. The percentage is quoted with all awareness of the site conditions and after going through the tender documents in details.
- 4. We confirm that there would not be any price escalation during the tenure of contract.
- 5. We confirm that we will abide by all the tender terms& conditions of tender, scope of work and we do not have any counter conditions.
- 6. We confirm that tendered item will be supplied as per specifications.
- 7. In case of any further Govt. tax liability like due to implementation of GST, etc. the same shall be considered as per the rules and appropriate deduction towards VAT component will be made from the quoted rates.

| Thanking you, | | |
|----------------------------|-------|------|
| Yours faithfully, | | |
| | ; | Seal |
| () | | |
| Name & Signature with date | Firm: | |

Section XII: Questionnaire / Checklist

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark "not applicable". Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question / issues, its tender will be liable to be ignored.

| S1 No | Item Description | Yes/ No | Deviation /Remarks |
|----------|---|------------|-----------------------|
| 01. | Brief description of goods and services offered as per tender and scope of work? | | |
| 02 | Offer is valid for acceptance up to 120 days after opening of tender, which can be further extended for 30 days | | |
| 03 | A copy of Your permanent Income Tax A/ C No (PAN) card attached (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority) | | |
| 04 | Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration. | | |
| 05 | Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative. | | |
| 06 | Please indicate name & full address of your Banker(s) | | |
| 07 | Please state whether business dealings with you currently stand suspended/ banned by BRBNMP/any Ministry / Dept. of Government of India or by any State Govt. | | |
| 08 | Did you Enclosed following Documents/Attachments; (a) DD for EMD /Tender fee are attached with tender documents and proof of documents for eligibility in part-I bid envelop? (b) Did you put price bid document in separate second envelop and sealed properly? (c) Did you put above two envelop in to an A4 size third envelop written tender No, name of work, Addresses etc? (d) Did you attached copies of Work completion certifications and Audited balance sheet for last 03 years certified by CA as per eligibility criterion mentioned section Section-IX & Section: XX | | |

| (Signature with date) (Full name, designation tenderer) | on & address of the person duly authorized sign on beh | alf of the |
|---|--|------------|
| For and on behalf of | | |
| (Name, address and st | tamp of the tendering firm) | |

Section XIII: Bank Guarantee Form for EMD:

(This form is not applicable to this tender, In place of this B.G. DD for EMD amount to be submitted)

| B.G.No | Date |
|--|--|
| Reserve Bank of Increferred as "The Owor context includes paper/purchase for | ra Reserve Bank Note Mudran Limited (A wholly owned subsidiary of dia) having its office at Bangalore and site office at Mysore (hereinafter ner/Company" which expression shall unless repugnant to the subject its legal representatives, successors and assigns), has issued tender order (PO) vide its Tender/purchase order No (herein after called "the said tender") to the said tenderer(s)" which expression shall unless repugnant to the includes their legal representatives, successors and assigns) and as per as of the said tender, the tenderer shall submit a Bank Guarantee for ees only) towards EMD/Security Deposit |
| in lieu of cash. | |
| undertake to pa demur merely of company, which withdrawal of the tender/any violate be caused or tenderer(s)/supp failure to accept Guarantee is fo conclusive as re However our lie | Bank having its branch office at do hereby by the amounts due and payable under this guarantee without any on a demand from the Company stating that in the opinion of the is final & binding, the amount claimed is due because of any e tender or any material alteration to the tender after the opening of the ation of Purchase Order by way of any loss or damage caused or would suffered by the Company by reason of any breach by the said blier(s) of any terms and conditions contained in the said tender/PO or the letter of Intent/Agreement or that the amount covered under this refeited. Any such demand made on the Bank by the owner shall be gards the amount due and payable by the Bank under this Guarantee. Ability under this guarantee shall be restricted to an amount not (Rupees |
| 2. We undertake t dispute or disputany office, court being absolute a valid discharge | o pay to the Company any money so demanded notwithstanding any ites raised by the tenderer(s) in any suit or proceeding pending before or Tribunal relating thereto, our liability under this present guarantee nd unequivocal. The payment so made by us under this bond shall be a of our liability for payment there under. Our liability for payment there ility to pay is not dependent or conditional on the owner proceeding |
| 3. The guarantee h liquidation or w said tendered(s) | erein contained shall not be determined or affected or suspended by the inding up, dissolution or change of continuation or insolvency of the but shall in all respects and for all purposes be binding and operative all money due or liabilities under the said tender are fulfilled. |
| 4. We remain in full for of the said tender the said PO and decided and ord successful tender said tender have authorized office tender have been said tender have been said tender have been said tender have been said tender said tender have been said tender said | Bank Ltd, further agree that the guarantee herein contained shall ree and effect during the period that would be taken for the finalization or/conclusion of supply or fulfillment of all contractual obligation under that it shall continue to be enforceable till the said tender is finally er placed/ all contractual obligation under the said PO fulfilled on the erer(s) and/or till the dues of the Company under/or by virtue of the ebeen fully paid and its claims satisfied or discharged or till a duly er of the Company certifies that the terms and conditions of the said in fully and properly carried out by the said tenderer(s)/Supplier have properly carried out by the said tenderer/supplier and accordingly |
| 5. That the owner affecting this gu | /Company will have fully liberty without reference to us and without arantee to postpone for any time or from time to time, the exercise of to fit the owner under the tender. |
| 6. Notwithstanding Rs | anything contained herein before, our liability shall not exceed (Rupees only) us and shall remain in force till unless a demand or claim under this guarantee is made on us within |

| three months from the date of | expiry we shall be discharged from all the liability under |
|---------------------------------|--|
| this guarantee. | |
| 7. We Bank, 1 | astly undertake not to revoke this guarantee during its |
| v i | vious consent of the Company in writing. We further |
| <u>*</u> | antee renewed from time to time on the request of the |
| Tenderer(s) | |
| | |
| Date: | Bank |
| Corporate Seal of the Bank | By its constitutional Attorney |
| - | · |
| | Signature of duly |
| | Signature of duly |
| | Authorised person |
| | On behalf of the bank |
| | With seal & signature code |
| | |
| a) DC to be familiated from our | of the Cahedriad Danies |

- a) B.G. to be furnished from any of the Scheduled Banks.
- b) Address of BRBNMPL Office where tender is to be finalised should be referred in the BG.

Section XIV: Manufacturers' Authorization Form

(This form is not applicable to this tender)

SECTION XV: Bank Guarantee Form for Performance Security.

| | _ [Insert Bank's Name, and Address of Issuing Branch or Office] |
|--|--|
| Beneficiary | [Insert Name and Address of BRBNMPL] |
| Date: | |
| Performance Guarantee I | No |
| supplier) (hereinafter cal | |
| furnish you with a bank | een stipulated by you in the said contract that the supplier shall guarantee by a scheduled commercial bank recognized by you for as security for compliance with its obligations in accordance with |
| AND WHEREAS we have | agreed to give the supplier such a bank guarantee; |
| behalf of the supplier, u figures), and we undert supplier to be in default sums within the limits of | hereby affirm that we are guarantors and responsible to you, on up to a total of (amount of the guarantee in words and ake to pay you, upon your first written demand declaring the under the contract and without cavil or argument, any sum or (amount of guarantee) as aforesaid, without your needing to prove asons for your demand or the sum specified therein. |
| presenting us with the omodification of the term contract documents which | cessity of your demanding me said debt from the supplier before demand. We further agree that no change or addition to or other as of the contract to be performed thereunder or of any of the ch may be made between you and the supplier shall in any way dity under this guarantee and we hereby waive notice of any such fication. |
| | RBNMPL up to the above amount upon receipt of its first written IPL having to substantiate its demand. |
| | ain in force for a period of sixty days after the completion of all nd any demand in respect thereof should reach the Bank not later |
| (Signature of the authoriz Name and designation of Seal, name & address of | , |
| Name and designation of Seal, name & address of | the officer the Bank and address of the Branch |

Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

| Contract No | dated | |
|----------------------------|--|-------|
| This is in continuation to | o this office' Notification of Award No. | dated |

- 1. Name & address of the Contractor:
- 2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL
- 4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - a. General Conditions of Contract;
 - b. Special Conditions of Contract;
 - c. List of Requirements;
 - d. Technical Specifications;
 - e. Quality Control Requirements;
 - f. Tender Form furnished by the supplier;
 - g. Price Schedule(s) furnished by the supplier in its tender;
 - h. Manufacturers' Authorisation Form (if applicable for this tender);
 - i. BRBNMPL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section - V - 'General Conditions of Contract' of BRBNMPL's Tender document shall also apply to this contract.

- 5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - a. Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

| Schedule | Brief description | Accounting | Quantity to | Unit Price (In | Total price |
|----------|-------------------|------------|-------------|----------------|-------------|
| No. | of goods / | unit | be supplied | ₹) | |
| | services | | | | |

Any other additional services (if applicable) and cost thereof:

i. Total value (in figure)

(In words)

- ii. Delivery schedule
- iii. Details of Performance Security
- iv. Ouality Control
 - a. Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - b. Designation and address of BRBNMPL's inspecting officer
- v. Destination and despatch instructions
- vi. Consignee, including port consignee, if any
- vii. Warranty clause
- viii. Payment terms
- ix. Paying authority

| (Signature, BRBNMPL's | name and address of authorized official) | For and on behalf of Received and accepted this contract (Name and address of the supplier) |
|--------------------------|--|---|
| | | (Seal of the supplier) Date: |

Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

| The General Manager | | |
|---|--------|-------------------------|
| Unit Address | | |
| Subject: Authorization for attending bid open | ing on | (date) in the Tender of |
| Following persons are hereby authorized to at above on behalf ofbelow: | | |
| Order of Preference | Name | Specimen Signatures |
| I. | | |
| II. | | |
| Alternate Representative | | |
| Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder | | |

Note:

- 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Section XIX: Proforma of Bills for Payment

(To be submitted by contractor's on their letter Head)

Invoice / Bill No. & Date

| DIII 110 | | atou | | PAN No. | | | |
|----------------------------|---|---------------------|-----------|---------|---------------|-----------------|--------------------|
| To: The General Manager | | | TIN N | | | | |
| B.R.B. | N.M. Pvt. Limited, | | | | | | |
| Note M | Iudran Nagar, Myso | ore-570 003. | | VAT | No. | | |
| | | | | Service | ce Tax Regist | ration No | |
| Sub: S | Submission of Bill fo | r payment | | Service | | | |
| Si. No. | Work Order No: & Date | Item Description | Quant | ity | Rate (₹) | Claim Amount | Amount in Words |
| 1 | | | | | | | |
| Total | (Including all taxes |) - A separate Det | tail meas | sureme | nt sheet is | | |
| | | ached along with | | | | | |
| 2. | Work order amour | nt: ₹ | | | | • | 1 |
| 3 | Type of bill: | | | | | | |
| 4 | Area of work: | | | | | | |
| 5 | Starting date of w | ork : | | | | | |
| 6 | Schedule date of o | completion: | | | | | |
| 7 | Actual date of com | npletion: | | | | | |
| 8 | Reasons for delay: | : | | | | | |
| 11 | Liquidated damage (if any): (For any delay beyond specified schedule time period) | | | | | | |
| 12 | 12 DLP Period: | | | | | | |
| 13 | 13 EMD: | | | | | | |
| 14 | Security Deposit: | | | | | | |
| 15 | Any other details/Remarks: | | | | | | |

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Signature and Stamp of Contractor

Name and Address of the Firm:

Dated:

Bill No:

Annexure A: Proforma of Financial Turnover Certificate

Certificate

(To be issued by practising Chartered Accountant with membership No. on the letter head)

To whom so ever concern

| Dear Sir, | | | | |
|--|-------------------------------------|----------------------------------|--------------------------|--|
| Sub: Certifica | te for turnover and others as per t | ender conditions. | | |
| This is to certify that M/s (Agency Name & Address) are in the business of contracts execution for last 03 completed years (considered up to 31st March 2016 of last financial year). Their performance report as required under tender conditions for the last 3 years is as follows. | | | | |
| Years | Annual Turnover | Profit / (-loss) for the year | Net worth as on year end | |
| 2013-14 | | | | |
| 2014-15 | | | | |
| 2015-16 | | | | |
| Total | | | | |
| The above information is based on the audited accounts. | | | | |
| Place: | | | | |
| Date: | | | | |
| Seal | | Signature of CA wit | h Membership No. | |