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ISO 9001 - 2008,
ISO 14001-2004
COMPANY

भारतीय रिज़र्व बैंक
नोट मुद्रण (प्रा.) लिमिटेड

(भारतीय रिज़र्व बैंक की संपूर्ण स्वामित्ववाली सहायक कम्पनी)
नोट मुद्रण नगर, मैसूर - 570 003

**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 Resurfacing of Synthetic Surfaces at Basketball and
Tennis Courts at BRBNMPL, Mysuru**

Tender No: 012/MYS/CIVIL/2016-17

This tender document contains: **30** pages

The tender document is sold to:

M/s. _____

Address _____

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

Note: 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,
Mysuru-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: www.brbnmpl.co.in 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	<i>Not Applicable to this tender.</i> 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	<i>Not applicable to this tender</i>
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-	<i>Not applicable to this tender</i>
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Financial Turnover for last 03 years certified by CA	Enclosed

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SECTION- I: NOTICE FOR INVITING TENDER (NIT)

BNM No. / (M) 19.50.72/2016-17

June 02, 2016

M/s

TENDER NO: 012/MYS/CIVIL/2016-17

Sub: Tender Document for Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I – Technical Bid and Part-II Price Bid) are invited for the “Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru”.

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit	Remarks
1	Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI.	As per BOQ	₹ 30,000/- (Rupees Thirty Thousand Only)	Estimate Value: ₹ 14,70,000/- (Rupees Fourteen Lakhs Seventy Thousand Only)

SALIENT FEATURES OF TENDER FORM

Sl. No.	Description	Details
1	Tender No.	TENDER NO: 012/MYS/CIVIL/2016-17
2	Tender Date	June 02, 2016
3	Name of the Work	Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru
4	Estimated Value	₹ 14,70,000/- (Rupees Fourteen Lakhs Seventy Thousand Only)
5	Earnest Money deposit	₹ 30,000/- (Rupees Thirty Thousand only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru
6	Cost of Tender Form	₹ 500/- (Rupees Fifty Five Thousand Only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru
7	Last date of sale of tender forms	One day before the date of submission and closing up to 14.00 Hrs. (Incuse 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 06, 2016
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 06, 2016
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	Within Two weeks from the date of issue of LOI/Work Order
14	Period of completion	Within 04 (Four Months) months from the date of award of work.
15	Liability compensation for delay	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	Defects Liability period	12 months from the date of work completion
17	Minimum value of work for each R/A bill	₹ 08.00 Lakhs (Rupees Eight Lakhs Only)
18	Performance Security deposit/Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL	Successful Bidders has to submit B.G. as performance security for 10% (Ten percent) of the tendered amount less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section: XV.
19	Release of security deposit/RM	After expiry of defects liability Period/Completion of contractual obligations including warranty obligations.
20	Period of submitting the final bill by contractor	Maximum period of two months from the date of completion.

21	Terms of contract and specifications	As per schedule.
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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, 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.
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, 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/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 as per bill of quantities and scope of work within four (04) months from date issue of work order. Any requests for extension of time may be initiated two weeks before the scheduled completion date citing the reasons f delay.
4. **E.M.D:** An EMD of ₹ 30,000/- (Rupees Thirty Thousand Only) is payable in the form of Demand Draft/Banker's Cheque/Fixed Deposit drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysuru drawn from any scheduled Commercial Bank in India, payable at Mysuru. Please refer GIT Clause 18 under Section II, In case E.M.D is not submitted along with the tender (Technical 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, double scaffolding, pumping out water including bailing, fencing, plant and equipment, storage sheds, watching, 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.
7. 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.
8. **Payment Terms:**
 - 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 Officer 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 and drawings, 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.
 - 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 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 receipt of “No claim certificate” and 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.
9. Please send your competitive bidding in sealed cover super scribed as **“Tender Document for Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru”** against Tender Enquiry No. **012/MYS/CIVIL/2016-17** dated **June 02, 2016** to reach us on or before 14.30 hrs. on **July 06, 2016** at BRBNMPL, Mysuru with the following two separate sealed covers:
- a. The First sealed cover super scribed as Techno-commercial bid (part I) against Tender Enquiry No. **012/MYS/CIVIL/2016-17** dated **June 02, 2016** 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. 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. **012/MYS/CIVIL/2016-17** dated **June 02, 2016** 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. The Techno-commercial part (part I) tenders will be opened at **15.00 hrs on July 06, 2016** 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.
- 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. **Other Instructions:**
- a. A tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The Rates and total amounts should be rounded off to nearest Rupees value. In case of discrepancy between the rates in words and figures the rate quoted by the tenderer 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 ₹ 500/- before submitting the tender documents.
21. No counter conditions shall be accepted.
22. **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 reserve 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.
23. All terms & conditions of this NIQ shall be treated as part & parcel of the contract.
24. **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.
25. **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.
26. **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, re-

execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, 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.

27. **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.
28. **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.

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, Mysuru 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's 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 responsibility and contractual obligations.
- 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/goggles/helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. 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.
- l) 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.

Sl No	Name of Person	Father name	Age	Present Address	Permanent Address	Identification Mark	Signature of the Individual
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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.

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. No.	GIT Clause No.	Topic	SIT Provision
1	4	Eligible Goods and Services (Origin of Goods)	No provision
2	8	Pre bid Conference	No provision
3	9	Time Limit for receiving request for clarification of Tender Documents	No provision
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 construction work. 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	Not Applicable
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 loaned to Contractor	No change
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: List of Requirements as per scope of work

- a. Scope: The Scope of work under this contract will broadly include the following:
Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru including minor civil works as called for.
- b. To execute the works mentioned in the BOQ as per the IS, CPWD and KPWD specifications (whichever applicable) and to the satisfaction of the officials from BRBNMPL.

Section VII: Technical Specifications

1. General – This includes the rectification of the asphalt base by application of tack coat, laying of asphalt concrete with 6 mm down size aggregate with bitumen grade 80/100, 3.5% by weight on the entire surface. Providing 6 layers of acrylic synthetic surface (Sport Master, USA ITF Approved or equivalent) consisting of 1 layer of Resurfacer, 2 Layers of Acrylic Cushion, 3 Layers of Colour and line marking.
2. Mode of Measurements – Mode of measurements for all items of work shall be as per IS 1200 – Method of Measurement for Building and Civil Engineering Work.
3. Methodology Statement– The contractor shall duly submit a detailed methodology statement for the work in accordance to the materials/brands being used in the work.
4. Work To Be Carried Out By Specialized Firms/Skilled Persons:
All mandatory service installations like drainage slope other works shall be carried out by technically competent persons possessing the desirable skills to carry out their respective trade at the site, and having fulfilled the technical requirements.
5. Materials – Contractor at his own cost shall provide all the necessary tools and construction equipment for workers and other personals. This shall be functional at site till the completion of works.
The materials required for the execution of work have to be procured from reliable sources and the necessary tests have to be carried out as per the guidelines in the IS codes. However, the employer reserves the right to supply any material at site. the contractor shall be fully responsible for the safe custody including preservation and stacking of materials supplied to him by the employer for incorporation in the works.
6. Preparation of Surfaces – All the rubbish, debris and other materials shall be removed.
7. Inspection And Testing Of Materials – Contractor shall if so required produce manufacturers’ test certificates for the particular batch of materials supplied to him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at approved test houses specified by Employer.
8. Testing of Installations – All installations shall be tested as specified, in the presence of Employer. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.
9. Professional Integrity And Team Spirit – It is the intent of the employer that this project will be executed with full professional integrity and team spirit.
10. Quality Assurance and Control Program – The Contractor shall establish an effective quality control system and implement same through a special cell consisting of qualified experienced Engineers and technical personnel to enforce quality control on all items of work at all stages. The details of same shall be furnished as called for.
11. Documents and Documentation – All works, permanent or temporary, required for the successful completion of the project shall be carried out in strict accordance with the relevant IS Codes, drawings, specifications, instructions and good engineering practice. The documentation has to be in details and in order.
12. Reference To Technical Specification And Schedule Of Items – In case of any ambiguity between the technical specifications and the items description provided in the schedule of items, the description provided in the schedule of items should be referred. However in case if required for further clarifications, the technical specifications as provided in the prevalent standards/ codes / Manual shall be referred.

**Section VIII: Quality Control Requirements/Declaration by the tenderer -
Tender Enquiry No. - 012/MYS/CIVIL/2016-17**

Tender Document for Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts 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 –Part-III Bid) 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 Section-II: (General Instructions for Tenderer (GIT) & Section-IV 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: / / 2016

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 / **Laying of synthetic surfaces / resurfacing 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 31/03/2015.
5. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2015.
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 2012-13, 2013-14 and 2014-15 ending on Mar 2013, Mar 2014 and Mar 2015.
 - ii. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2014 should be 30% (i.e., ₹ 4.41 lakhs) of estimated value or more.
 - iii. CA certified turnover as per the format enclosed at Section XX – 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., ₹ 05.88 lakhs**) in the last 7 years up to 30.04.2016.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (**i.e., ₹ 07.35 lakhs**) in the last 7 years up to 30.04.2016.

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (**i.e., ₹ 19.96 lakhs**) in the last 7 years up to 30.04.2016.

Note:

*Similar works means construction and laying of sports flooring 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 (Clause No.: 7 (b) of Section-I)
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 clearance 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.

Part-II Commercial (Price) Bid:

The commercial bid of the bidders who have qualified in Part-II only will be opened. The bid should contain the following:– Annexure – I: Proforma of Price Bid & Bill of quantities.

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 Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru”** with **“Tender No. 012/MYS/CIVIL/2016-17 dated June 02, 2016”** 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, Mysore 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, Mysore 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 06, 2016** at 14.30 hrs.

b. Date of opening of Tender: (Bid): **July 06, 2016** at 15.00 hrs.

Opening of Price bid: Shall be intimated to qualified bidders in due course.

Section X: Tender Form

Proforma of Techno-Commercial Bid – Tender Document for Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru

Company Name,

To:

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

Dear Sir,

SUB: Part-I: Proforma of Techno-Commercial Bid for Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru

Ref: Your Tender Enquiry No: **TENDER NO: 012/MYS/CIVIL/2016-17**

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 2013, March 2014 & March 2015.
3. We have enclosed a) in a separate envelope DD No.....datedof amount as mentioned in the tender form Payable at Mysuru towards the payment of EMD amount.
4. Cost of Tender form ₹ 500/- (if down loaded from web site) is also enclosed as per details DD No.dtd
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. Price break up is given as per the format of BOQ (Bill of Quantities).
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.

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 behalf 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: Techno-commercial bid without Copies of documents mentioned above, 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 Bill of Quantities (BOQ) for Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru

From:

.....
.....
.....

To:

The General Manager,
BRBNMPL,
MYSURU – 570 003.

Dear Sir,

SUB: Tender Notice Resurfacing of Synthetic Surfaces at Basketball and Tennis Courts at BRBNMPL, Mysuru

REF: Your Tender Enquiry No: [TENDER NO: 012/MYS/CIVIL/2016-17](#)

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

Si. No.	Brief Description	Unit	Qty	Rate (₹)	Amount (₹)
Part A - Tennis Court					
1	Area filling, levelling, Patch Work for damaged area	SFt	200.00		
2	Providing and Laying of ITF Classified category – 3 (6 Layer Synthetic Acrylic Standard System) (ITF - International Tennis Federation Classified) 1 st Layer of Acrylic Resurfacer 2 nd Layer of Acrylic Cushion 3 rd Layer of Acrylic Colour Line Marking as per ITF Standard	SFt	7,200.00		
Part B - Basketball Court					
1	Providing and Laying Compacted Bituminous Concrete (BC) of 20 mm thickness using mix of 6 mm & 4 mm stone with 4% Bitumen	SFt	6,615.00		
2	Providing and Laying of ITF Classified category – 3 (6 Layer Synthetic Acrylic Standard System) (ITF - International Tennis Federation Classified). 1 st Layer of Acrylic Resurfacer 2 nd Layer of Acrylic Cushion 3 rd Layer of Acrylic Colour Line Marking as per ITF Standard	SFt	6,615.00		

Total (₹)	
WCT/VAT @ ____ %	
Service Tax @ _____% on ____% of total	
Swachh Bharath Cess @ 0.5 % on ____% of total	
Krishi Kalyan Cess @ 0.5 % on ____% of total	
Grand Total (₹)	
Grand Total Rounded off to (₹)	
Grand Total in Words –	

1. We confirm that the quoted price is inclusive of all statutory levies, Service Tax , duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at your Site/Press and is firm.
2. We confirm that there would not be any price escalation during the supply & fixing period
3. We confirm that we will abide by all the tender terms& conditions of tender, above scope of work and we do not have any counter conditions.
4. We confirm that tendered item will be supplied as per specification and tender conditions.

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.

Sl 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 (additional 30 days if required) after opening of tender		
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 & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

.....

(Name, address and stamp of the tendering firm)

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 No. _____

WHEREAS (name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of contract no dated to construction (phase III boundary wall) (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding me said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay BRBNMPL up to the above amount upon receipt of its first written demand, without BRBNMPL having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Name and designation of the officer
Seal, name & address of 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 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
3. Contractor's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the contractor and BRBNMPL in connection with this tender
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 No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.)	Total price
--------------	---------------------------------------	-----------------	-------------------------	---------------------	-------------

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. Quality 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, name and address of BRBNMPL's authorized official)
For and on behalf of
Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized
to sign on behalf of the supplier)
For and on behalf of

(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place:

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 opening on _____ (date) in the Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below:

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)

Name and Address of the Firm:

Bill No: Dated :.....

To:
The General Manager
B.R.B.N.M. Pvt. Limited,
Note Mudran Nagar, Mysuru-570 003.

Sub: Submission of Bill for payment

Invoice / Bill No. & Date	
PAN No.	
TIN No.	
VAT No.	
Service Tax Registration No.	

Si. No.	Work Order No: & Date	Item Description	Quantity	Rate (₹)	Amount	Amount in Words
1						
Total (Including all taxes) - A separate Detail measurement sheet is to be attached along with this bill.						
2.	Work order amount: ₹					
3	Type of bill:					
4	Area of work:					
5	Starting date of work :					
6	Schedule date of completion:					
7	Actual date of completion:					
8	Reasons for delay:					
11	Liquidated damage (if any) : (For any delay beyond specified schedule time period)					
12	DLP Period:					
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

Section XX: 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: Certificate for turnover and others as per tender conditions.

This is to certify that M/s. _____ (Agency Name & Address) are in the business of contracts execution for last 03 completed years (considered upto 31st March 2015 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
2012-13			
2013-14			
2014-15			
Total			

The above information is based on the audited accounts.

Place:

Date:

Seal

Signature of CA with Membership No.
