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



ISO 9001 - 2008, ISO14001-2004 COMPANY

## 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.

This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender. Participation in this tender is by invitation only and is limited to the selected BRBNMPL's Registered / Approved Bidders for the item, who have been sent this Tender by Post/ Courier. Unsolicited offer are liable to be ignored.

## (LIMITED TENDER ONLY FOR REGISTERED VENDORS OF BRBNMPL FOR TENDERED ITEM/S)

Standard Bidding Document (SBD) (Procurement of Goods and Services)

#### BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysore 570003 Phone: 0821-2582905, 2582915, 2582925

FAX: 0821- 2582099 Website: <a href="www.brbnmpl.co.in">www.brbnmpl.co.in</a> Email: <a href="mysorepress@brbnmpl.co.in">mysorepress@brbnmpl.co.in</a>

Not Transferable

**Security Classification: Non Security Items** 

# Tender Document for Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru Tender No: 053/MYS/CIVIL/2016-17

This tender document contains:	32 pages	
The tender document is sold to:		
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

 $\underline{\text{Note:}}$  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	Not Applicable to this tender. 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
Section XX	Proforma for Financial Turnover for last 03 years certified by CA	Enclosed

Tel दूरभाष : EPABX LINES - (0821) - 2582905

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## भारतीय रिज़र्व बैंक नोट मुद्रण (प्रा.) लिमिटेड

(भारतीय रिजर्व बैंक की संपूर्ण स्वामित्ववाली सहायक कम्पनी) नोट मुद्रण नगर, मैसूर - 57(**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) 19.03.24/2016-17

September 02, 2016

M/s

#### **TENDER NO: 053/MYS/CIVIL/2016-17**

Sub: Tender Document for Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I – Technical Bid and Part-II Price Bid) are invited for the "Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru.

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit	Remarks
1	Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru.  As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI.	As per BOQ	₹ <b>43,000</b> /- (Rupees Forty Three Thousand Only)	Estimate Value: ₹ 21,27,000/- (Rupees Twenty One Lakhs Twenty Seven Thousand Only)

### SALIENT FEATURES OF TENDER FORM

S1. No.	Description	Details
1	Tender No.	TENDER NO: 053/MYS/CIVIL/2016-17
2	Tender Date	September 02, 2016
3	Name of the Work	Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru
4	Estimated Value	₹ 21,27,000/- (Rupees Twenty One Lakhs Twenty Seven Thousand Only)
5	Earnest Money deposit	₹ 43,000/- (Rupees Forty Three 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 Five Hundred 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. (In case holiday falls on that day, it shall be last working day).
8	Last date of submission/ closing of the tenders	14.30 hrs. on October 05, 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 October 05, 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 Notification for award of contract.
14	Period of completion	Within 03 (Three Months) months from the date of Notification for award of contract.
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	₹ 10.00 Lakhs (Rupees Ten 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	As per schedule.
	specific	atio	ns		

- 2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website <a href="https://www.brbnmpl.co.in">https://www.brbnmpl.co.in</a> 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 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 three (03) 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 for delay.
- **4. E.M.D:** An EMD of ₹ 43,000/- (Rupees Forty Three 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, centring, boxing, Staging, planking, pumping out water including bailing, fencing, hoarding, 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.
- 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 Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru" against Tender Enquiry No. 053/MYS/CIVIL/2016-17 dated September 02, 2016 to reach us on or before 14.30 hrs. on October 05, 2016 at BRBNMPL, Mysore with the following two separate sealed covers:
  - a. The First sealed cover super scribed as <u>Techno-commercial bid (part I)</u> against Tender Enquiry No. 053/MYS/CIVIL/2016-17 dated <u>September 02</u>, 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. 053/MYS/CIVIL/2016-17 dated September 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 October 05**, **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 termite 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, 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.
- 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' 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.
- 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	Name	Father	Age	Present	Permanent	Identification	Signatu	ıre
No	of	name		Address	Address	Mark	of	the
	Person						Individ	ual

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 brief scope of work includes earthwork, soling, preparation of the surface, base and sub-base for the proposed concrete road widening near Railway Track inside BRBNMPL Campus etc complete as per the directions of BRBNMPL.
- b. Earthwork Excavation for soling, laying if PCC, as per the site requirement to maintain sufficient slope/gradient in all kinds of soils.
- c. Providing boulder soling and laying PCC 1:4:8 including mixing, laying, compacting, curing etc. complete as per the standards and site conditions.
- d. Providing and laying reinforcement for the concrete road to be widened.
- e. Providing and laying the reinforced cement concrete for (RCC) for the road.
- f. 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. 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.

#### 2 Cement

The contractor shall arrange to supply Ordinary Portland Cement (OPC) or Portland Pozzalona Cement (PPC) from time to time. Necessary tests on cement, as required by IS codes and as directed by the engineer in charge shall be done by the contractor by his own cost. Contractor shall make available adequate shuttering and staging materials and make sufficient fabrication arrangements. No delays and extra claims shall be entertained on this account.

Contractor shall make temporary arrangement for the storage of the cement at his own cost.

#### 3. Concrete:

All concrete shall be dense and water tight and with finish as specified. The contractor shall take great care while designing the concrete mix and executing the works to achieve the desired result.

#### 4. Concrete Surface Finish:

Concrete surfaces shall not be plastered unless shown on the drawings or directed by the owner. The concrete surfaces above ground shall be of high quality, stain free and smooth. Approved shutter/mould release agents shall be used. However, owner's approval shall not relieve the contractor of his contractual obligations and his responsibilities for ensuring and providing the finish specified or removing/rectifying defective work.

#### 5. Space For Storage Of Construction Materials:

Contractor shall arrange for stacking of construction material. The construction material requirement shall be planned by the contractor in advance so as to meet the construction schedule. These materials shall be brought to the site by the contractor as and when required at his own cost.

- 6. Contractor shall plan meticulously, all his construction activities to meet the stipulated Time Period. If any additional equipment, tools and tackles are required for the construction, the contractor shall immediately arrange for the same.
- 7. Arranging all the construction equipment, tools and tackles shall be deemed to have been included in the contractor's offer. No extra cost shall be paid on account.
- 8. The natural river sand to be used shall be clean, sieved and of good quality. As far as possible natural / river sand shall be used. Whenever there is a scarcity of natural / river sand, artificial / manufactured sand can be used to a maximum extent of 50 % of total sand quantity for plastering items and 100% for concrete items. The use of filtered sand is totally banned in all items of civil works.
- 9. Earthwork In Grading, Excavation & Backfilling:

#### a. General:

The contractor shall furnish all tools, plants, instruments, qualified supervisory personnel, labour, materials any temporary works, consumables, any and

everything necessary, whether or not such items are specifically stated herein for completion of the job in accordance with the specification requirements.

#### b. Clearing:

The area to be excavated filled shall be cleared of fences, trees, plants, logs, stumps, bush, vegetation, rubbish, slush, etc. and other objectionable matter. If any roots or stumps of trees are met during excavation, they shall also be removed. The material so removed shall be burnt or disposed of as directed by the owner. Where earth fill is intended, the area shall be stripped of all loose/ soft patches, top soil containing objectionable matter/ materials before fill commences.

c. Precious Objects, Relics, Objects of Antiquity, Etc.
All gold, silver, oil, minerals, archaeological and other findings of importance, trees cut or other materials of any description and all precious stones, coins, treasures, relics, antiquities and other similar things which may be found in or upon the site shall be the property of the owner and the contractor shall duly preserve the same to the satisfaction of the owner and from time to time deliver the same to such person or persons as the owner may from time to time authorise or appoint to

#### 10. Concrete and Allied Works:

receive the same.

It shall be very clearly understood that the specifications given herein are brief and do not cover minute details. However, all works shall have to be carried out in accordance with the relevant standards and codes of practices or in their absence in accordance with the best accepted current Engineering practices or as directed by owner from time to time. The decision of owner as regards the specification to be adopted and their interpretation and the mode of execution of work shall be final and binding on contractor and no claim whatsoever will be entertained on this account.

Materials should be selected so that they can satisfy the design requirements of strength, serviceability, safety, durability and finish with due regards to the functional requirements and the environmental conditions to which the structure will be subjected. Materials complying with codes/standards shall only be used. Other materials may be used after approval of the owner and after establishing their performance suitability based on previous data, experience or tests.

11. 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.

## <u>Section VIII: Quality Control Requirements/Declaration by the tenderer - Tender Enquiry No. - 053/MYS/CIVIL/2016-17</u>

## Tender Document for Road Widening Work with RCC near Railway Platform at Plant Area, 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 <u>Part-I Tender Form</u>.
- 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 (<a href="https://www.brbnmpl.co.in">https://www.brbnmpl.co.in</a>) & 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)

- Minimum qualification: The agency/contractor should have experience in similar nature of works / Building construction / civil works / Road Works / Fabrication 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 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., ₹ 6.39 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., ₹ 8.50 lakhs) in the last 7 years up to 31.07.2016.

#### OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (i.e.,  $\ge$  10.64 lakhs) in the last 7 years up to 31.07.2016.

#### OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (i.e.,  $\frac{17.02 \text{ lakhs}}{17.02 \text{ lakhs}}$ ) in the last 7 years up to 31.07.2016.

#### Note:

Similar works means Building construction & civil / road 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 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 tender documents:

The Sealed envelope shall be submitted in the Tender Box kept at the Administrative Building, Note Mudran Nagar, Mysore on or before the stipulated date and time. The tender should be marked as "Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru" with "Tender No. 053/MYS/CIVIL/2016-17 dated September 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, <u>bidders may contact civil maintenance section at</u> 0821-2469008 (Direct) on any working days between 08:00 Hrs. 17.00 hrs.
- 6. Dates:
  - a. Last Date of submission of Tender: October 05, 2016 at 14.30 hrs.
  - b. Date of opening of Tender: (Bid): October 05, 2016 at 15.00 hrs.
  - c. 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 Road Widening Work with RCC near Railway Platform at Plant Area, 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 Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru

Ref: Your Tender Enquiry No: TENDER NO: 053/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......dated ...........of amount as mentioned in the tender form Payable at Mysuru 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. 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 <u>Section-II</u>:(General

Instructions for Tenderer (GIT) & <u>Section-IV</u> General Conditions of Contract (GCC). (*Please Refer website:* <a href="https://www.brbnmpl.co.in">https://www.brbnmpl.co.in</a>)

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 <u>without</u> 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 Tender Document for Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, Mysuru

From:
To:
The General Manager,
BRBNMPL,
MYSURU - 570 003.
Dear Sir,

SUB: Tender Notice for Road Widening Work with RCC near Railway Platform at Plant Area, BRBNMPL, MysuruNote Mudran Nagar, Mysuru

**REF:** Your Tender Enquiry No: TENDER NO: 053/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.	Brief Description	Unit	Otrz	Dote (₹)	Amount (F)
	Brief Description	UIII	Qty	Rate (₹)	Amount (₹)
No. 1	Earth work excavation in all kind of soil not exceeding 1.5m depth for foundation including all lead& lifts as per the specification includes tools, tackles labour and conveyance etc. complete as per the directions & instructions of BRBNMPL.	Cum	230		
2	Supplying and laying approved size and quality stone boulder soling of consolidated thickness of 150 mm, hand packing, filling of interstices with spalls including blinding with approved quality moorum dry and wet rolling by hand roller to the required camber and gradient etc., complete. as per direction and instruction of BRBNMPL	Cum	75		
3	Providing and laying PCC 1:4:8 (1 cement, 4, coarse sand and 8 granite / basalt trap jelly stone aggregate 40 mm downgraded for foundation bed concrete including cost of material, labour tools tackles ,conveyance etc. complete as per specifications , direction & instructions of BRBNMPL.	Cum	50		
4	Providing and laying RCC 1:2:4 (1 cement, 2 coarse sand and 4 graded stone aggregate of 20mm nominal size machine mixed concrete laid in layers not exceeding 15cms thick vibrated for RCC for all works in foundation plinth and ground floor level for retaining	cum	93		

	T 22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	ı		,	
	walls, roads etc, excluding cost of reinforcement fabrication centering shuttering includes cost of material, tools, tackles, labour conveyance etc., all complete as per the direction and instructions of BRBNMPL.				
5	Supplying and fixing of 25mm thick shalitex board to the Expansion joint using bitumen and sand on top to maintaining the same level including cost of material, labour, tools &tackles conveyance etc. complete as per the direction and instruction of BRBNMPL.	Sqm	60		
6	Providing and removing centering, shuttering, strutting, propping, etc including labour, tools, tackles, conveyance etc., all complete as per the direction and instructions of BRBNMPL	Sqm	75		
7	Providing and constructing precast concrete solid blocks with compressive strength not less than 3.5 N/sqmm with cement mortar 1:4 with solid cement concrete blocks of size 40X20X20 cms conforming to IS 2185 of 1965 in super structure including cost of materials labour charges, scaffolding, curing etc., complete as per direction of BRBNMPL.	Sqm	10		
8	Providing and constructing basalt size stone masonry in basement/foundation with 1:6, edges of stones chistle dressed in courses not less than 15cm high, bond stones at two m apart in each course including cost of materials, labour, curing complete as per specifications, direction & instruction of BRBNMPL.	Cum	5		
9	Providing flush pointing to rubble course or uncoursed stone masonry with cement mortar 1:4 ,20mm deep after raking joints to depth of 20mm nicely lining including cost of material, labour, curing etc complete as per specifications and direction of BRBNMPL	sqm	20		
10	Providing plastering 15mm thick in single coat with cement mortar 1:4 (1cement 4 coarse sand) to stone masonry including rounding off corners, cost of material tools, tackles, labour, conveyance etc., all complete as per the direction and instructions of BRBNMPL.	Sqm	40		
11	Providing TMT bars -500 reinforcement for RCC work including straightening cutting bending hooking placing in position lapping /welding wherever required tying with binding and	Kg	13600		

	anchoring to the adjoining members wire, hooks, chairs wherever necessary (laps, hooks and wastage shall not be measured and paid) including cost of all material, tools, tackles, labour, conveyance HOM of machinery etc. complete as per specification and				
12	instruction of BRBNMPL.  Dismantling of existing structures like retaining wall other structures comprising of masonry ,cement concrete, reinforced concrete, wood, steel and other material with disposal of unserviceable material inside BRBNMPL premises including labour, tools & tackles, conveyance etc. complete as per direction of BRBNMPL.	Cum	10		
	Total (₹)				
	WCT/VAT @ %				
	Service Tax @% on % of t	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 of the Firm
() Name & Signature with date	

#### 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 tendered	r)
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
Contractor) (hereinafter no dated	
furnish you with a bank	een stipulated by you in the said contract that the Contractor 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 Contractor such a bank guarantee;
behalf of the Contractor figures), and we under Contractor to be in defa sums within the limits o	nereby affirm that we are guarantors and responsible to you, on, up to a total of (amount of the guarantee in words and take to pay you, upon your first written demand declaring the ult 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 modification of the terr contract documents whi	ressity of your demanding me said debt from the Contractor before demand. We further agree that no change or addition to or other has of the contract to be performed thereunder or of any of the ch may be made between you and the Contractor shall in any way fility under this guarantee and we hereby waive notice of any such fication.
	RBNMPL up to the above amount upon receipt of its first written MPL having to substantiate its demand.
	ain in force for a period of sixty days after the period of tender in respect thereof should reach the Bank not later than the above
(Signature of the authori 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**

(Ac	Idress of BRBNMPL's office issuing the contract)
Co	ntract No dated
Th	is 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 /	Accounting unit	Quantity to be supplied	Unit Price (In Rs.)	Total price
	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. 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 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)

Name and Address of the Firm:	Invoice / Bill No. & Date
	PAN No.
Bill No: Dated:	
_	TIN No.
To:	
The General Manager	VAT No.
B.R.B.N.M. Pvt. Limited,	
Note Mudran Nagar, Mysuru-570 003.	Service Tax Registration No.
Sub: Submission of Bill for payment	

Si. No.	Work Order No: & Date	Item Description	Quantity	Rate (₹)	Amount	Amount in Words		
1								
Total	Total (Including all taxes) - A separate Detail measurement sheet is to be attached along with this bill.							
2.	Work order amour		tins om.					
3	Type of bill:							
4	Area of work:							
5	Starting date of wo	ork :						
6	Schedule date of c	ompletion:						
7	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	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: 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 upto 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 with Membership No.		
***************				