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2582935, 2582945
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Website बी-सैट : www.brbnmpl.co.in

CIN : U85110KA1995PTC017100



ISO 9001 - 2008,
ISO14001-2004
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

EXPRESS TENDER

TENDER FOR AMC OF RAILWAY SIDING AT BRBNMPL, MYSORE

Tender No: 078/MYS/CIVIL/2016-17 dated November 18, 2016

This tender document contains: **40** 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, Mysore

Phone: 0821-2469008/2469029

Fax : 0821-2582099

Email: pradipkumar@brbnmpl.co.in

Note: All Official correspondences related to above tender are to be addressed to the head of Unit along with tender reference No as follows;

Address for Correspondences:

The General Manager,

BRBNMPL, Note Mudran Nagar,

Mysore-570003

CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format):

Tender Clause / Section Reference	Tender Clause Description	Remarks
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	To be downloaded from website: 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	<u>Not Applicable to this tender.</u> In place of BG, Required DD is to be submitted for EMD as mentioned in section-I (Notice for Inviting Tender-NIT)
Section XIV	Manufacturer's Authorization Form	<u>Not applicable to this tender</u>
Section XV	Bank Guarantee Form for Performance Security / SD	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section
Section XVI	Contract Form	
Section XVII	Letter of Authority for attending a Bid Opening	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section
Section XVIII	Shipping arrangement for liner cargo-	
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Financial Turnover for last 03 years certified by CA	Enclosed
Section XXI	Copy of Min. Wage Notification	<u>Letter from GOI enclosed</u>
Annexure - A	Break Up of Cost for Price Bid	Enclosed

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(भारतीय रिज़र्व बैंक की संपूर्ण स्वामित्ववाली सहायक कम्पनी)
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(Wholly owned subsidiary of Reserve Bank of India)
NOTE MUDRAN NAGAR, MYSORE - 570 003.

SECTION- I: NOTICE FOR INVITING TENDER (NIT)

BNM No. / (M) 19.51.01/Vol-X/2016-17

November 18, 2016

M/s

TENDER NO: 078/MYS/CIVIL/2016-17

Sub: TENDER NOTICE FOR AMC OF RAILWAY SIDING AT BRBNMPL, MYSURU

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I – Technical Bid and Part-II Price Bid) are invited for the
“**AMC of Railway Siding at BRBNMPL, Mysuru**”

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit	Remarks
1	AMC of Railway Siding at BRBNMPL, Mysuru As per Bill of quantities and scope of work mentioned	As per BOQ	₹ 40,000/- (Rupees Forty Thousand Only)	Estimate Value: ₹ 19,85,000/- (Rupees Nineteen Lakhs Eighty Five Thousand Only)

SALIENT FEATURES OF TENDER FORM

Si. No.	Description	Details
1	Tender No.	TENDER NO: 078/MYS/CIVIL/2016-17
2	Tender Date	November 18, 2016
3	Name of the Work	AMC of Railway Siding at BRBNMPL, Mysuru.
4	Estimated Value	₹ 19,85,000/- (Rupees Nineteen Lakhs Eighty Five Thousand Only)
5	Earnest Money deposit	₹ 40,000/- (Rupees Forty Thousand Only) in the form of DD favouring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysore. Payable at Mysore
6	Cost of Tender Form	₹ 500/- (Rupees Five Hundred Only) in the form of DD favouring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysore. Payable at Mysore
7	Last date of sale of tender forms	One day before the date of submission and closing up to 14.00 Hrs. (Incasse holiday falls on that day, it shall be last working day).
8	Last date of submission/closing of the tenders	14.30 hrs. on November 30, 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 November 30, 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	As mentioned in LOI/Work Order or as advised by the in-charge officials
14	Tenure	Total tenure shall be three years. Initially, the Annual Maintenance Contract shall be awarded for a period of one year. At the end of tenure, on satisfactory performance of the contract, the contract may be renewed on yearly basis for further period up to a maximum of two years.
15	Liquidated Damages	At the rate of 0.5% (half percent) of the incomplete contract value per week of delay, up to maximum of 10% (Ten percent) of the incomplete contract value after which the contract stands rescinded.
16	Defect Liability Period	02 months
17	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.
18	Release of security deposit / RM	After expiry of defects liability Period/Completion of contractual obligations including warranty obligations.

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

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

For and on behalf of BRBNMPL,

(Pradip Kumar)
Assistant General Manager

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

1. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 hrs. One day before the last date of submission (In case holiday falls on that day, it shall be last working day) against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysore on any scheduled bank payable at Mysore. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD/Pay Order/Bankers Cheque should be submitted in the envelope containing Earnest Money Deposit. The offer of the tenderers who do not submit the cost of the Tender Document downloaded from the website shall be liable to be rejected. Issuance of tender paper shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.
2. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
3. **Tenure of Contract:** The work should be completed as per the time period mentioned in the tender form (i.e., for a period of 03 years on yearly renewal basis) based on Satisfactory Performance.
4. **E.M.D:** An EMD of ₹ **40,000/- (Rupees Forty 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., Mysore drawn from any scheduled Commercial Bank in India, payable at Mysore. Please refer GIT Clause 18 under Section II, In case E.M.D is not submitted along with the tender (Technical Bid (Bid – I), 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. 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.
6. Please send your competitive bidding in sealed cover super scribed as **“Tender Document for AMC of Railway Siding at BRBNMPL, Mysore”** against Tender Enquiry No. 078/MYS/CIVIL/2016-17 dated November 18, 2016 to reach us on or before 14.30 hrs. on **November 30, 2016** at BRBNMPL, Mysore with the following separate sealed covers:
 - a. The First sealed cover super scribed as Techno-commercial bid (part I) against Tender Enquiry No. **078/MYS/CIVIL/2016-17 dated November 18, 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. **078/MYS/CIVIL/2016-17** dated **November 18, 2016** should contain only Section XI – Price Schedule' exactly as per proforma duly filled and signed. The Price Quoted as per Price Bid (Section-XI) should match Price Break-up (Annexure-A).
 - 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 November 30, 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.

7. **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.

8. Price:

- a. The contractor has to quote his most competitive price considering all the factors involved in the **AMC of Railway Siding at BRBNMPL, Mysuru** and the price shall be all-inclusive except service tax, which shall be shown separately at the prevailing rate. The Price shall be firm & binding, no escalation on above on any account shall be admissible during the currency of contract period, except for the service tax or GST for which documentary proof should be attached for claiming escalation, if any.
- b. The contract price should be based on the scope of work, manpower (skilled/unskilled) required and shall include inter-alia, minimum wages, ESIC payment, PF payment, Bonus payment, National & Festival holidays leave with wages Gratuity, insurance, charges for uniform and shoes, conveyance & overtime wages if any, depreciation, repair & maintenance cost of equipment deployed for mechanized housekeeping etc, Work Contract Tax/VAT & all other charges & overheads for captioned AMC services with reference to the Scope of work at Section – VI & VII
- c. In case of any revision in the minimum wages payable to the worker of the contractor. The contractor will reimbursed the differential wages at actual & statutory contribution thereon on submission of proper documentary proof of payment of the revised wages. Service tax or GST as applicable will also be reimbursed on submission of documentary proof of above payment.
- d. Rate of the wages should not be less than minimum wages as prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, New Delhi from time to time.
- e. The rates quoted in the commercial bid shall be inclusive of PF/ESI contributions, Bonus, which shall be made for the workers employed by the contractor on being successful in the tender. You have to submit a copy of the ESI/PF challan along with the wage sheets of the persons employed, with bills.

9. Payment Terms:

Payment shall be made on monthly basis only on satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily and submission of bills by you.

Statutory Deductions: Statutory deductions shall be made at source as per rule.

Fixed Monthly charges: Payment shall be made at the quoted rates on monthly basis only on satisfactory execution of the work and submission of bills, which, on scrutiny it shall have to be certified by BRBNMPL representatives.

Payment shall be made on monthly basis only on satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily. The successful Tenders shall raise monthly bill in the 1st week of succeeding month for releasing payment after fulfilling the entire necessary statutory requirement. The bill should be submitted along with the copy of Attendance register, Wages register, ESI & PF Challan supported by statement (ECRs) for having paid/remitted the contributions and also produce the original records along with the bill Certifying Authorities for verification and return. If the monthly bill is held up due to any reasons of non-fulfilment of contract terms, the contractor must disburse the wages on or before 7th of every month to his labourers through his own sources.

The Payment against uniform, shoes & bonus will be released on succeeding month on submission of documentary evidence. The contractor should pay the Bonus payment as per on provision of payment of Bonus Act, 1965 to his labourers.

Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under the work order/contract. Such amounts shall be decided by BRBNMPL and shall be binding on the contractor.

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 handing over the site in a tidy and clean condition to the BRBNMPL.

- 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. Authorization 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. Compensation for Delay:**
The work shall be taken up strictly as per the terms & conditions of the contract. For any delay beyond the time specified for any particular works, without any valid reason, compensation for delay/liquidated damages @ 0.5% of the value equivalent to one month O & M price shall be levied per week of delay, subject to a maximum of 10% of monthly O & M charges.
The Contractor's co-ordination with other agencies appointed by BRBNMPL is essential to maintain smooth progress of the work and any delay which in the opinion of BRBNMPL if due to non-co-ordination and inefficient management of the contractor will not be entertained.
- 12. Notification of Award :** BRBNMPL issue Notification of award / LOI to the successful bidders who qualify and become lowest bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance of the captioned AMC services involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
- 13. 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:
- Defective work pointed out by the Employer and not remedied by the Contractor.
 - 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.
 - Damage by the Contractor to the work of other Contractors or Sub-Contractors.
 - A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
 - A reasonable doubt that the Contractor intends to leave work items incomplete.
 - Failure of the Contractor to execute the Works in conformity with the Contract Documents.
 - Failure of the Contractor to meet or keep-up with the approved Construction Program.
 - Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.
- 14. Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Order Value by way of DD/BG, valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV). Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.
- 15. 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.
- 16. Liquidated Damages:** If the supplier fails to deliver any or all of the goods within the time frame (s) [delivery 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 delivered price of the delayed goods [value of quality for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10%. [Please refer GCC Clause 24 under Section IV].
17. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
 18. 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.
 19. 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.
 20. 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.
 21. **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 tender in words shall be taken as correct.
 - b. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.
 - c. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Asst. General Manager, Civil Maint. Contact ph. 0821-2469008 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
 - d. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
 - e. Please note that the contractors who have worked earlier with BRBNMPL, 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.
 - f. 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.
 22. No counter conditions shall be accepted.
 23. **Rights of the Company:**
 - a) The Company is not bound to accept the lowest or any tender or to assign any reason for such non-acceptance.
 - b) If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserves the right to 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 reserves 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.
 24. All terms & conditions of this NIQ shall be treated as part & parcel of the contract.
 25. **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.

26. **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.
27. **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.
28. **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 days' 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.

29. **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, Mysore is a security organization and its premises have been declared as ‘PROTECTED AREA’ by the Govt. of Karnataka. Hence the bidder shall have to abide by the prevailing security Norms. Any of the bidder’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 / equivalent to all of his workmen engaged for the said job and copy of the same to be submitted.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor’s work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor’s labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) PPE’s shall be provided by the contractor at his own cost to all his manpower at site. All the staff working will as far as possible wear shoes. 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.
- g) CONTRACTOR to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
- 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. The Contractor shall not allow any visitor to the site without the prior written approval of BRBNMPL

- l) Contractor must ensure that the number of labours 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) 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:

- i) 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.
- ii) On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
- iii) BRBNMPL reserves the right to get the antecedents of the employees of the contractor verified through police 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.
- n. All the information, know-how, technical data, specification and drawing models or specimens furnished by BRBNMPL for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BRBNMPL and the contractor shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BRBNMPL. All such documents, data, drawings, models and specimens are the property of BRBNMPL and shall be returned when demanded by BRBNMPL.
- m. The successful bidder shall not supply the material ordered by BRBNMPL to anyone else other than BRBNMPL and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BRBNMPL
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 days from date of opening of tender with extension of 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
11	43	Parallel Contracts	Not applicable
12	50.1, 50.3	Tender For rate Contracts	Not applicable
13	51.1, 51.2	PQB Tenders	Not Applicable
14	52.1, 52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
15	53.4, 53.5, 53.7	EOI Tenders	Not applicable
16	54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not applicable
17	55.2, 55.3, 55.7, 55.8	Development / Indigenization Tenders	Not applicable

Section IV: General Conditions of Contract (GCC)

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

Section V: Special Conditions of Contract (SCC)

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

Whenever there is any conflict between the provision in the GCC 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

a) **Statutory Requirements:**

The successful Contractor should comply with all statutory provisions as applicable such as but not limited to:-

- i) The contractor shall have to observe/ fulfill and comply with all the statutory requirements and obligation as per the provisions of law/Rules i.e. the Factories Act 1948, Karnataka Factories Rule 1969, Employee's Compensation Act 1923, Employers Liability Act 1938, Contract Labour R & A Act 1970 and Central Rules 1971, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Provident Funds & Misc. Provisions and Schemes 1952, and Employee's State Insurance Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, National & Festival Holiday Act 1963, etc., including any enactment made by the Governments or modification thereof or any other law/s relating thereto and rules framed there under from time to time.
- ii) The Contractor should comply with the rules and other statutory obligations with regard to payment of employees' wages not less than the minimum wages notified by Govt. of India under the Minimum Wages Act 1948 and rules made there under, health, welfare and safety measures, hours of work, leave and other benefits as required under Factories Act 1948 and rules and also other applicable statutory Acts and Rules made thereunder. The Contractor has to

- maintain all the required registers, records, document as stipulated under various applicable Labour Laws and its compliance, will be deemed to be part of the contract and submit the same to the Competent Authorities and also to the Company Officials as and when called for verification. The contractor shall be registered with the concerned statutory authorities like P.F & ESI, Service Tax as provided in various legislations and shall be directly responsible to the authorities hereunder for compliance of the provisions.
- iii) The Labourers to be engaged/ deployed should not be below 18 years of age. They should be in sound health.
 - iv) The Tenderer/ Contractor should extend National & Festival Holiday to the labours as per the Provisions of National & Festival Holiday Act 1963.
 - v) The Tender/Contractor should extend leave with wages to his/their Labourers as per the Provision of Factories Act 1948 and Shop shops and Establishment Act 1961.
 - vi) The Contractor must have a valid PROVIDENT FUND CODE & ESI CODE and copy of same shall be submitted along with the tender. Copy of Registration Certificates issued under EPF and MP Act, 1952,, Karnataka Shops and Establishments Act and ESI Act, 1948 along with originals for verification.
 - vii) Rate of Minimum wages should not be less than minimum wages(BRBNMPL falls in 'B' Class cities) as notified by Govt. of India from time to time and contractor shall ensure that wages are not less than minimum wages at any point of time during the complete period of contract. If the quoted price is less than the prevailing minimum wages, the price bid will be rejected.
 - viii) The Tenders who engages more than 20 Labourers shall obtain required Labour Licence from the Asst. Labour Commissioner (Central) immediately.
 - ix) The Tenders should submit commencement and completion of work notice, half yearly, annual returns, Accident Reports and other applicable reports to the various Authorities as required under Contract Labour (R&A) Act, Factories Act, EPF Act, ESI Act, and other applicable laws from time to time.
 - x) The Contractor/Agency shall indemnify the Company from any claims/liability due to any breach of the statutory requirements from him/them. The Company as a principle Employer shall enforce the provisions of the Acts.
 - xi) The Contractor has to compulsorily provide proper Uniform (2 sets/ year) & Safety Shoes (1 pair / year) within 30days of issue of Work Order. In case of non-compliance, BRBNMPL reserves the right to impose suitable penalty and provide the same. The cost so incurred shall be deducted from the bill along with the penalty. The colour shade of the uniform should be totally different the approved uniform of the Company employees and the colour of uniform should be approved by BRBNMPL. The Contractor should also provide all the Safety Appliances to the Labourers.
 - xii) It shall be sole responsibility of the contractor to ensure safety to all his workers.
 - xiii) 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 Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractors should properly maintain all necessary first aid kits in the sub-station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.
 - xiv) BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
 - xv) The CONTRACTOR shall keep BRBNMPL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against BRBNMPL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract
 - xvi) CONTRACTOR shall indemnify BRBNMPL against any liability for any accident, death or injury to BRBNMPL's servants or agents or against any loss of or damage to any property belonging to BRBNMPL, its servants or agents which

shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.

- xvii) The CONTRACTOR shall pay and indemnify BRBNMPL against liability in respect of any fees or charges (including any rates and taxes but not including service tax) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.

b) Supervision: The Contractor or his supervisor should be present at the work spot and supervise during shifts in all working days. The Contractor should take and observe all the required formalities like deployment of his labourers, maintaining of attendance as directed by the Authorised persons of BRBNMPL. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor and shall confine to all the labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.

c) Penalties: In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management reserves the rights to levy Penalty as mentioned below:

- i) In case the Tenderer not carried out the work as per the Terms and Conditions of the work order, not complied with the statutory requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the BRBNMPL Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.
 - ii) In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
 - iii) Un-satisfactory performance of the Contract may also lead to black listing of the Tenderer.
 - iv) If the Wages are not disbursed to the Contract Labourers on or before 7th of every month (or on the previous day in case 7th happens to be Sunday or Holiday) a penalty of Rs.500/- per day lump sum would be levied to the Tenderer.
- b) Tender Evaluation:
- v) The evaluation shall be based normally on L1 basis. However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
 - vi) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
 - vii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
 - viii) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
 - ix) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid

c) Tenure:

The Contract shall be for a total period of three years (On yearly renewal basis) at the terms & conditions of the tender, Initially work order will be issued for one year and it will be subsequently renewed /extended thereafter for max another 02 years subject to satisfactory performance/services rendered by the contractor. However, BRBNMPL

reserves the rights to terminate contract at any time at the discretion of BRBNMPL with three months' notice.

In Case the Contract is to be extended beyond 3 years of Tenure, the same will be done with mutual consent of the Contractor.

- d) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of BRBNMPL and no deviation on any account will be permitted.
- e) BRBNMPL's representative reserves the right to execute any delayed services through third parties and deduct from contractor the cost of these services together with 10% of this cost for the damages, without any consent of contractor, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.
- f) Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BRBNMPL shall be final and binding. The contractor shall indemnify to this effect.
- g) The payment or deduction of such damages shall not relieve contractor from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.
- h) The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by BRBNMPL whose decision shall be final and binding on the contractor.
- i) The Contractor should take utmost care to ensure that no damage to the property of BRBNMPL takes place due to any act of workmen while carrying out the work under the contract.
- j) The Contractor should issue identity Cards to all Labour engaged to carry out the work, including supervisors. The identity badge should be worn on the left of the chest at the place of work. The contractor should comply with all security procedures adopted by us and they should furnish the list of people deployed for this contract for verification of their antecedents to our Security Manager. Gate passes will be issued to the personnel deployed & it should be renewed periodically
- k) Inspection by BRBNMPL
All materials and workmanship shall be subject to inspection, examination, and test by BRBNMPL at any and all times during the period of contract. It is responsibility of the CONTRACTOR intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by BRBNMPL.
- l) Water and Electricity etc.
Water – The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BRBNMPL.
Electricity – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from BRBNMPL.
- m) Emergency /Minor Works – Contractor shall carry out all works which are minor / emergency in nature with prior approval of BRBNMPL.
- n) Restricted Area:
Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to BRBNMPL's direction and control.
- o) Superintendence:
Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract.
- p) Adequacy of Contractor's Staff:
It is essential that the service activities are to be performed with utmost diligence and expediency so as to maintain the highest standards of Maintenance of Railway Siding.

To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times. In case mechanized services are provided by the contractor, the equipment shall be well maintained and kept in good condition for all time.

If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of BRBNMPL, is inadequate to meet the requirements of Contract services, BRBNMPL may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall affect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, BRBNMPL may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the BRBNMPL to be deducted from the payment of Contractor.

Failure of Contractor to comply with the instructions of BRBNMPL may be grounds for determination by BRBNMPL that Contractor is not proceeding with the performance of services with due diligence to ensure fulfilment of contractual requirements.

q) Conditions of Performance

I. Contractor confirms and assures that:

- a. Contractor has the requisite skilled and qualified personnel to perform the services.
- b. Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
- c. Contractor shall at all times ensure that the supply of know-how, Manpower, Materials, Equipment, Tools and Tackles shall be adequate to satisfactorily undertake the scope of services without delay.
- d. Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of BRBNMPL, and in good and professional manner and in accordance with sound industry practice.
- e. Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services.

II. Contractor shall discuss as per the Contract, the general basis for execution of services, Contractor shall provide procedures for BRBNMPL approval which shall be based upon good engineering practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and BRBNMPL regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to BRBNMPL the soundness of such procedure and shall obtain BRBNMPL's written approval before the same may be affected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract.

BRBNMPL shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for BRBNMPL's review and approval.

r) Variations

- a. Additional and modification works shall be subject to the provisions made under this contract Agreement.
- b. BRBNMPL may have some additional works, modifications etc at site related to the Scope of Services to be carried out. BRBNMPL has the right to make use of Manpower, materials, Equipment, Tools & Tackles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to BRBNMPL. However the cost of materials required for such works shall be paid as per the provision under this contract.

BRBNMPL has the right to waive the charges of damages due to routine program performance shortfalls observed of Contractor by BRBNMPL during that period for using its Manpower, materials, Equipment, Tools and Vehicles for carrying out the additional works.

s) Title:

- a. Title to goods furnished by Contractor under this Agreement shall pass to BRBNMPL on the date of receipt of the goods by BRBNMPL. Materials and operating equipment of any kind left over or meant to be left over during and after completion of services, as well as maintenance special tools and erection equipment, temporary structure forms supplied and any other incidental items not forming part of the services, if furnished by Contractor, shall remain the property of Contractor, as the case may be, and shall be removed by Contractor prior to or upon completion of services except for such equipment required for test run, which shall be removed within seven (7) days of completion of services or any reasonable period.
 - b. Title to Material Found: The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor in areas in or over or concerning which BRBNMPL has any rights and the right to use said items in performing the services or dispose of same, is hereby expressly reserved by BRBNMPL. Neither Contractor nor any of its Representatives or employees shall have any right, title or interest in said materials, nor shall they assert or make have any right, title or interest in said materials, nor shall they assert or make any claim thereof. Contractor will, as determined by BRBNMPL, be permitted to use in the services without charge any such materials which meet the requirements of the Agreement, provided BRBNMPL shall have the right to use or consume these materials without payment to a third party.
- t) Labour
- a. Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act 1948 prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 Factories Act 1948, Minimum Wages Act 1948, Employees Compensation Act 1923, Industrial Disputes Act 1947 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India. In no case person under age of 18 Years shall be employed.
 - b. All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.
 - c. Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by BRBNMPL.
 - d. Contractor shall administer any National Labour on employment on terms and conditions not less favourable than those established for equivalent sites or locations within India.
 - e. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site against the same.
 - f. Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to BRBNMPL. If any dispute arises between the contract labour/labour/employees and Contractor agency, the BRBNMPL will not be responsible in any manner. The Contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the BRBNMPL due to the stoppage / strike by the Contractor. BRBNMPL shall recover the cost incurred due to this from the Contractor's running account bills.

- g. Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, BRBNMPL or of a third party, report such occurrence to the competent authority whenever such a report is required by law.
- h. Contractor shall, to the extent permissible under applicable laws, comply with and be bound by such terms and conditions of any labour agreement established by BRBNMPL and applicable to the services of the personnel appointed in India.
- i. BRBNMPL will have privity of the contract with the contractor only and will give instructions to the contractor and will have nothing to do or to concern with the conditions of employment of the workers engaged by and/or working for Contractor. However BRBNMPL shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of BRBNMPL has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of BRBNMPL shall not again employ such person upon services at any circumstances.
- j. BRBNMPL will not, in any manner, be responsible for any act, omission or commission of the workers engaged by the contractor and no claim in this respect will be raised against BRBNMPL
- u) Contractor's Working Hours:
 - a. Normal daily working hours for Contractor's personnel will be 08:00 hrs to 17:00 hrs (with lunch interval), except those working on shift basis which will be prepared by Contractor and approved by BRBNMPL. Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis. The weekly holiday should be given to the workers with an alternative arrangement.
 - b. In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc.
 - c. No extra payment is admissible for shift pattern. However, contractor has to provide minimum manpower daily required as per the price break up.
 - d. Contractor will have to work after normal working hours and on Sundays / Holidays to fulfil its obligation of services. Overtime if any for such work shall be to Contractor's account deemed to have been included in the rates quoted.
 - e. After normal daily working hours the Contractor is required to deploy the manpower on Sundays / holidays to cater any crises or exigencies on requirement basis without any extra cost to BRBNMPL. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by BRBNMPL's Representative(s) without any extra cost to BRBNMPL.
 - f. During the festive days, Contractor at no extra cost to BRBNMPL shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by BRBNMPL
- v) Conflict of Interest:
 - a. Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
 - b. Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to BRBNMPL's detriment.
 - c. Any treasures, antiques, valuable etc. found during excavation belong to the BRBNMPL & same shall be handed over without causing any damage to them.
 - d. The Contractor must ensure that at no point of time should any system be rendered non-functional.
 - e. Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the BRBNMPL.

- f. Details of the service infrastructure in terms of the service staff strength and their qualifications, details of warehousing facilities for spares and the value of spares stocked shall be submitted.
- w) Sub-Contracting:
The contractor shall not sub -contract the work to any sub- contractor without the prior approval of BRBNMPL. In case the contractor is found engaging sub-contractor without prior approval, BRBNMPL reserves the right to terminate the contract and security deposit shall be forfeited.
- x) 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 venue of the Arbitration will be Mysore. Further, disputes if any, that may arise at any point of time, shall be subject to Mysore jurisdiction only. However the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.
- y) Force Majeure Clause:
BRBNMPL shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination.
Further in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Purchase order, the company by giving a notice of reasonable time to supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination

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

1. **Maintenance: Routine/Periodic and Preventive maintenance of the track shall be carried out briefly as mentioned below:**
 - i. Total length of the siding is 4.352 Kms for which maintenance is required to be carried out.
 - ii. Routine, periodic and preventive maintenance of the railway track shall be carried out strictly as per the instructions and guidelines laid down in the Indian Railway permanent way manual and need based safety of the track.
 - iii. Track maintenance is inclusive of opening of ballast, Examination of Rails, sleepers, fastening & squaring of sleepers, alignment of track, gauging & packing of sleepers & periodical maintenance such as picking up of slacks, (a) grading of track to approved longitudinal and transverse profile and lifting of track in stages of 75 mm at a time as per IRPWM/1986 and as directed by the Engineer in-charge at site, lubrication of Rail joints & hand operating points, attention to points & crossings, (b) unscrewing the fish bolts and fish plates, cleaning the fishing surface of fish plates and rails with wire brush, checking the fishing surface of rails for cracks, lubricating the fishing surface of rails and fish plates, putting back the fish plates with bolts and nuts etc. by using grease graphite mixed with Kerosene oil, mixed in proportion, of 3 kg of grease to 2 kg of kerosene oil. Black oil or reclaimed oil may be used for fish bolts and nuts. (c) unscrewing the fish bolts and fish plates, cleaning the fishing surface of fish plates and rails with wire brush, checking the fishing surface of rails for cracks, lubricating the fishing surface of rails and fish plates, putting back the fish plates with bolts and nuts etc. fixing and tightening of pendral clips, keys, bolts, fish plates & nuts etc. regularly, including minor repairs to formation, etc. complete in all respect to the satisfaction of BRBNMPL representatives.
 - iv. All pendral clips to be removed & cleaned by wire brush, oiled, greased & re-fixed.
 - v. Cleaning the eyes of M.C.I. for any rusted materials.
 - vi. Cleaning & clearing of vent ways of water way Bridges.
 - vii. Opening and examination of level crossing at-least once a year or as required. Cleaning of side drains in cuttings and catch water drains at the top of cuttings duly removing the debris fallen inside drain, profiling the drain to standard section with suitable side slopes and longitudinal gradient for efficient drainage of storm water, in order to avoid stagnation of water at any point of time, disposing off the muck for repairs to cess or slopes of bank by spreading and compacting evenly or by leading the same outside the cuttings and depositing at places from where it is not likely to be washed back into the side drains or into the track etc., including cleaning & clearing of vent ways of water way bridges with contractors tools & plants, consumables & labour, all lead and lift, descents involved in the entire work etc., complete as directed by the Engineer in charge.
 - viii. Periodic removal of the bushes, keeping the track free from the bushes etc. for a minimum distance of five meters away from the railway track to keep the visibility for driver.
 - ix. Route beat of entire length of Track including points and crossings and bridges by foot once in a day and return along the opposite rail to that taken on his outward journey. While walking over his length, he should look for defects, such as loose spikes, keys chairs; ERC, fish bolts, burnt sleepers etc., and attend the same as necessary. If he finds that the fittings are consistently working loose even after repeated attention, he should report the matter to BRBNMPL and should replace such fittings. If he noticed any condition of danger such as broken rail or fish plate, he should protect the track and inform the matter to the concerned authorities. At level crossings, he shall maintain the flange ways between check and running rails clear of obstructions etc., complete as per IRPWM and as directed by the Engineer-charge with all contractors tools and plants, consumables etc., complete. (All the Permanent way fittings required for replacement will be issued by BRBNMPL)
 - x. Realignment of all horizontal curves duly recording the measurements of versignes, computation of slews and correct super elevation, slewing the curve to the revised alignment, marking the versignes by paint in the web of Rail etc., complete as specified in IRPWM and as directed by the Engineer-in-charge with all labour, tools,

etc., complete including painting of rails by anticorrosive paint near loading & unloading platform.

- xi. In case of derailment, capsizing of wagons / rolling stock, the contractor at his own cost has to arrange all the requirements for the restoration of the track. All the pathway materials required for restoration of such work should be made available by the contractor.
- xii. Any other related works which are required necessarily be taken up and not mentioned above shall be carried out by the Contractor and shall be deemed to be included in the above scope of work.

2. Major Repair and Maintenance Works:-

All major repair and maintenance, breakdown, making of cess recouping of the ballast etc. or any other works as felt necessary for keeping the track fit for use/ for improvement of the track life/ renovation/ modification works/ any improvement suggestions made by the Sectional Engineer/ Railway Officials for track maintenance works during routine or special visit etc. shall be attended by the Contractor. Cost incurred on such major repair and maintenance works on account of procurement of items/spares / additional specialized manpower engaged etc. shall be reimbursed to the Contractor, on production of necessary documents like bills paid on purchase of spares/ Cost analysis submitted for the manpower and other expenses made etc. for such works.

3. Fitness Certificate:-

In order to meet the requirement of the Railways to verify that the maintenance is being carried out as per the Indian Railway permanent way manual and to ensure safety of the track, a **Fitness certificate** from the South western Railways has to be arranged by the Contractor. The time schedule/periodicity of such inspection shall be decided in accordance with the South western Railways norms for inspection & issuance of fitness Certificates. The fee for such inspection charges shall be paid by BRBNMPL to the Railways. However, it shall be the responsibility of the Contractor for arranging such inspection and liaison with South Western Railways.

4. List of Minimum Tools & Tackles required for maintenance by the contractor for Maintenance of Railway siding at BRBNMPL, Mysore.

Sl No	Description	Qty in Nos.
1	Simplex jack lifting 15 Ton Capacity	1Nos.
2	Crow bar 1 / 1/8" diameter	10 Nos.
3	Beaters	10 Nos.
4	Shovels	10 Nos.
5	Spanner DH – 32mm	2 Nos.
6	Hammers Spiking	1 Nos.
7	Hammer keying – 7 Pounds	2 Nos.
8	Gauge cum level BG	1 Nos.
9	Augers of different sizes	4 Nos.
10	Ballast Powrahs	10 Nos.
11	One set of green and red flags	1 Set
12	Banner flags	2 Nos.

5. Manpower Deployment:

- i. The maintenance of railway track to be carried out every day excluding Sundays and public holidays, accordingly sufficient nos. of trained and experienced manpower 09 (Nine) is required to be exclusively deployed on the jobs under the contract. Total of Nine persons includes one highly skilled supervisor, 2 skilled trackmen and 6 unskilled trackmen are required to be deputed for the job. Persons deployed should have requisite qualification, experience and skill in the similar fields in order to maintain Railway siding in good condition.
- ii. Manpower/supervisor deployed should be available during working hours, in case of any unauthorized absenteeism/ on random check and verification, any person found missing without intimation, proportionate amount shall be deducted from the monthly bill and performance shall be rated accordingly. Supervisor should report

- Civil Maintenance Office all working days by 8.00 A.M. without fail for co-ordinating various maintenance activities.
- iii. Supervisor must possess atleast a diploma or graduate degree in the field of Civil/Mechanical/transportation etc. with min. 03 (Three) years of experience in Permanent Way (P Way). The person should be capable of maintaining records, liaison with railway authorities etc.
 - iv. The contractor shall deploy the manpower considering the requirement and shall be responsible for upkeep of Railway track without any loss of time.
 - v. The contractor shall have insurance coverage to his workers against all risks. The contractor or his staffs are not eligible for any compensation from BRBNMPL in this regard. It shall be the sole liability of the contractor only.
 - vi. The contractor should ensure that all his supervisors / technicians are capable of handling and rectifying normal maintenance works efficiently so as to keep the duration of interruption to the barest minimum.
 - vii. Contractor should provide uniform with Contractor's Company logo to be displayed on the shirt for easy identification to all his workers engaged. Colour shall be as approved by BRBNMPL.
 - viii. In case of any change of employee, the same should be intimated to BRBNMPL immediately.
 - ix. On award of work order the contractor shall submit the bio-data of all the personnel deployed and complete all security formalities laid down by BRBNMPL.
 - x. Breach of any condition shall disqualify the contractor and contract awarded is liable to be cancelled.
6. Maintenance of Records: The contractor shall be responsible for maintaining records of work executed including fault rectification, consumable and spares used etc.
7. **Consumables & Spares:**
 Contractor shall inform well in advance about the requirements of spares and consumables to avoid delays in arranging the same. Consumables and spare parts will be supplied by BRBNMPL. The defective parts shall be returned to Maintenance Division. Any replacement of spares is to be done by the contractor with prior permission of BRBNMPL.
 In case of emergency the contractor will be instructed to procure the spares at the reasonable prevailing market rate and raise the bill to BRBNMPL, with permission of concerned officer. On production of original bill along with the monthly bill, BRBNMPL will reimburse the same.
 If any component fails due to operational mistake or negligence of contractor employee, the entire repair/replacement charges will be borne by the contractor or the same will be deducted from monthly bill.
8. Miscellaneous: While the contractor may have similar projects elsewhere or may have another business, the contractor shall not conduct other business from the site or from the established office. The use of materials, tools, etc., will be purely for the BRBNMPL site.
 The contractor will be responsible for being available on site during regular working hours of 8:00 am to 5:00 pm shall be required to establish an office & store. The contractor will have to post qualified employees familiar in similar work, who will attend the day-to-day requirements of the site and BRBNMPL. After the contract period, BRBNMPL may either extend the contractor's agreement to maintain the site, or may opt to transfer the nursery maintenance and site management to another party.
9. Compensation for Damages: The contractor shall be responsible for the all other damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify BRBNMPL in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. BRBNMPL shall be entitled to deduct the amount of any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the contractor, without prejudice to the BRBNMPL's other rights in respect thereof.
10. Non – Compliance Of Site Instruction: If the contractor after receipt of written notice from BRBNMPL requiring compliance within 7 days fails to comply with such

instructions, BRBNMPL may employ and pay other contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the contractor by BRBNMPL as a debt or may be deducted from any payment due to the contractor.

11. Termination of Contract by BRBNMPL: If the Contractor stops the works for more than 3 days continuously, then BRBNMPL has the power to terminate the Contract without giving any notice whatever may be the reason. In this case the contractor has no power to claim compensation and their Security Deposit will be forfeited. BRBNMPL has the authority to complete the remaining works through other agencies. Decision of the BRBNMPL in this regard is final. BRBNMPL has the authority to terminate the contract without specifying any reasons thereof, without any compensation at any time during the currency of the contract. However, one-month notice will be given prior to cancellation. The contractor has no right to withdraw or leave the contract in mid-way before expiry of the term of the specified valid tenure of the contract.
12. Co – ordinations with Other Agencies: BRBNMPL reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with BRBNMPL.
13. Extra Items: Any item or work which is not covered by the B.O.Q., if required to be carried out at site, shall be executed by the contractor and payment for such works shall be based on the Rates that may be derived from the “Rates” quoted for similar, comparable items of the “Quantities” in BOQ or the actual cost of labour and materials cost in the prevailing market + 10% over head and profit.
14. Contractor’s Responsibility: The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If that contractor finds any discrepancy in the schedule of quantities and specifications, he shall immediately and in writing refer the same to BRBNMPL who shall decide which is to be followed.
15. Temporary service road, pathways, etc: Unless otherwise specified, the contractor shall provide and bear all expenses and charges for special or temporary services roads, pathways required by him in connection with access to the site. He shall alter, adapt or maintain the same as required from time to time.
16. Assignments and subletting: The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sub-let the contract or any part thereof or interest therein without the written consent of BRBNMPL, and no undertaking shall relieve the contractor from the full and entire responsibility of the contractor from active superintendence of the works during their progress.
17. Alteration in quantity or work, specification & design/addition of work / deletion of work: The BRBNMPL shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in its opinion be desirable, it shall have power to order the contractor to do any or all of the following:
 - a) Increase or decrease the quantity of any work included in the contract.
 - b) Delete any such work.
 - c) Change the character or quantity or kind of any such work.
 - d) Change the plant names, levels, liners, positions and dimensions of any part of the work.
 - e) Execute additional work of any kind necessary for the completion of the works and
 - f) Change in any specified sequence, method of timing of the work.

The contractor shall be bound to carry out the work in accordance with any instructions in these connections which may be given to him in writing signed by the Landscape Consultant / BRBNMPL and shall not on any way vitiate or invalidate the contract.

Section VIII: Quality Control Requirements/Declaration by the tenderer - Tender Enquiry No: 078/MYS/CIVIL/16-17

Tender Notice for AMC of Railway Siding 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-II 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. Our company's profile.
 - i. Name and complete address of the firm :
 - ii. Status of the firm : Proprietor / Partnership / Regd. Company / Co-op. Society(Copy of documentary evidence furnished)
 - iii. Name & Address of the proprietor /partner/Director (as the case may be)
 - iv. Local / Central Sales Tax / Service Tax / Excise Reg. No.: (Copy of certificate enclosed) (if applicable)
 - v. Income Tax P.A.N. No.: (Copy enclosed)
 - vi. PF , ESI Registration details :
 - vii. Bankers and their Address:
 - viii. Whether falling within MSME? (Micro, Small and Medium Enterprise), if so please furnish documentary evidence to this effect.
 - b. List of valuable customers:
7. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents have been enclosed.
 - a. Proof of Eligibility criteria, work completion certificates & Experience
 - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no.
 - c. Valid ESIC and PF Registration Certificate copies
 - d. Valid labour license obtained under provisions of Contract Labour (Regulation and Abolition Act
 - e. Copy of Income Tax PAN card
 - f. Copy of Local/CST/Service Tax/Excise Reg. certificates.
 - g. Audited balance sheet for previous THREE years i. e. for the financial year ending March 2014, March 2015 & March 2016.
 - h. Copy of Registration certificate under MSME (if applicable)
 - i. Signed copy of entire Tender document.
8. List of tools, tackles and equipment which will be put into use for Maintenance of Railway Siding has to be arranged by the contractor.
9. We confirm having read the terms and conditions of tender, scope of work and having visited the site, we have submitted the price bid. The Price bid is quoted exactly as per your format (Section-XI) and is inclusive of labour cost, statutory levies, duties, service tax & all other charges as per Scope of work. Price break up is given as per the format (Annexure-A). While quoting, we have given consideration for minimum wages, escalation and statutory compliances.

10. We confirm that on being successful in the tender we would execute the Maintenance of Railway Siding at BRBNMPL, Mysore exactly as per the terms and Conditions of the Tender.
11. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of acceptance.
12. We also confirm that the undersigned is duly authorised and have the competence to sign the contract for and on behalf of the firm.
13. 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.
14. 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 / **Railway siding maintenance works**. Also the bidder should be currently in business and in sound financial condition.
2. The Tenderer should never have been blacklisted from BRBNMPL.
3. The bidder should be currently in business and in sound financial condition.
4. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2016.
5. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2016.
6. The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.
 - a. **Company Profile :**
Documentary Evidence for Status of Company (Proprietary/Partnership/Private /NSIC) along with details of the contact person/(s) with mobile number, email address, fax numbers etc. and list of esteem clients.
 - b. **Financial Standing:**
 - i. Audited balance sheet & financial turnover **certified by CA** for previous THREE years i. e. for the financial year 2013-14, 2014-15 and 2015-16 ending on Mar 2014, Mar 2015 and Mar 2016.
 - ii. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2016 should be 30% (i.e., ₹ 6.00 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., ₹ 07.94 lakhs**) in the last 7 years up to 31.10.2016.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (**i.e., ₹ 09.25 lakhs**) in the last 7 years up to 31.10.2016.

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (**i.e., ₹ 15.88 lakhs**) in the last 7 years up to 31.10.2016.

Note:

Similar works means construction and laying of Railway siding and / or maintenance of the same 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-I 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, Mysuru on or before the stipulated date and time. The tender should be marked as “**AMC of Railway Siding at BRBNMPL, Mysuru**” with “**Tender No. 078/MYS/CIVIL/2016-17 dated November 18, 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: **November 30, 2016** at 14.30 hrs.
 - b. Date of opening of Tender: (Bid): **November 30, 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 (Part-I) – Tender Notice AMC of Railway Siding at BRBNMPL, Mysuru

Company Name,

To:

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

SUB: Proforma of Technical Bid (Part-I) for AMC of Railway Siding at BRBNMPL, Mysuru.

Ref: Your Tender Enquiry No: **TENDER NO: 078/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 2014, March 2015 & March 2016.
3. We have enclosed in a separate envelope DD No.....datedof amount as mentioned in the tender form Payable at Mysore 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-II — "Special Instructions to Tenderers" or for

subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of ____

For & on 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: Technical bid without Copies of documents mentioned in Serial No.1 & 2, 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-II Bid

Proforma of Price Bid cum Tender Notice for AMC of Railway Siding at BRBNMPL, Mysuru

From:

To:
The General Manager,
BRBNMPL,
MYSORE – 570 003.

Dear Sir,

SUB: Tender Notice for AMC of Railway Siding at BRBNMPL, Mysore.

REF: Your Tender Enquiry No: **TENDER No: 078/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

Bill of quantities and scope of work:

Si. No.	Work Description	Rate / Month (₹)	Total Annual Rate (₹)
1	All inclusive charges for AMC Railway Siding at BRBNMPL, Mysuru.		
2	Service Tax @ 14 %		
3	SBC @ 0.5%		
4	KKC @ 0.5%		
5	Total Amount in figures (₹)		
6	Total Amount in words (₹)		

NOTE:

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 Tenure of Contract
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:

Break-Up of Costs for Price Bid:

Tender Notice for AMC of Railway Siding at BRBNMPL, Mysuru

REF: Your Tender Enquiry No: **TENDER NO: 078/MYS/CIVIL/2016-17**

Si. No:	Category & Designation	Man-power	Basic + DA	Bonus (min. 8.33%)	PF + ESI Contribution (4)	Gross wages month / (₹)	Total Amt. per Year (₹)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
I. AMC Charges							
	Supervisor – Highly Skilled	01					
	Trackman – Skilled	02					
	Helpers to Trackmen – Unskilled	06					
II.	Sub-Total	09					
III.	Administrative Costs (fixed) @% on (II) incl. of all other statutory requirements / payments						
IV.	Profit (fixed) @% on (II)						
V.	Charges for Uniform (2 Sets) and shoes – on (II) (Fixed)						
VI.	Total (II+III+IV+V)						
VII.	Service Tax 14 % on (VI)						
VIII.	SBC @ 0.5% on (VI)						
IX.	KKC @ 0.5% on (VI)						
X.	GRAND TOTAL (in figures)						
XI.	GRAND TOTAL in Words -						

Note: The above wage rates are not less than the minimum wage notification of the GOI dtd: 30/09/2016 (copy enclosed at Section XXI).

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 (Technical) envelope (b) Did you put Technical Bid (Part-I) documents in separate second envelope and sealed properly (C) Did you put price bid document in separate envelop and sealed properly? (c) Did you put above three envelop in fourth 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 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.	
TIN No.	
VAT No.	
Service Tax Registration No.	

Bill No:

Dated :.....

To:

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

Sub: Submission of Bill for payment

Si. No.	Work Order No: & Date	Item Description	Quantity	Rate (₹)	Claim 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 practicing 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 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.

Section XXI: Copy of Min. Wage Notification

No.1/43(3)/2016-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 30/9/2016

O R D E R

In exercise of the powers conferred by Central Government vide Notification 1285(E) dated 20-5-2009 of the Ministry of Labour and Employment the undersigned, hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six months ending on 30.06.2016 reaching 271.16 from 266.83 (base 2001 = 100) and thereby resulting in an increase of 4.33 points for Industrial Workers as under. This order shall come into force w.e.f. 01.10.2016

The rates of Variable Dearness Allowance for workers employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES** would be as under:-

Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	194.00	162.00	130.00
Semi-Skilled/Unskilled Supervisory	214.00	183.00	153.00
Skilled/Clerical	236.00	214.00	183.00
Highly Skilled	255.00	236.00	214.00

(2)

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2016 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (In Rupees)		
	A Area	B Area	C Area
Unskilled	<u>180.00 + 194.00</u> 374.00	<u>150.00 + 162.00</u> 312.00	<u>120.00 + 130.00</u> 250.00
Semi-Skilled/Unskilled Supervisory	<u>200.00 + 214.00</u> 414.00	<u>170.00 + 183.00</u> 353.00	<u>140.00 + 153.00</u> 293.00
Skilled/ Clerical	<u>220.00 + 236.00</u> 456.00	<u>200.00 + 214.00</u> 414.00	<u>170.00 + 183.00</u> 353.00
Highly Skilled	<u>240.00 + 255.00</u> 495.00	<u>220.00 + 236.00</u> 456.00	<u>200.00 + 214.00</u> 414.00

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory board meeting held of 26-8-2008.

The Classification of workers under different categories and the classification of cities under different areas will be same as in the notification referred to in para I as amended from time to time. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.


(A.K.Nayak)
CHIEF LABOUR COMMISSIONER(C)

To

As per list attached
