

TENDER NOTICE

- 1.0** KRIBHCO INFRASTRUCTURE LIMITED (KRIL) invites bids from eligible Bidders for *fencing work with Angle Iron post and barbed wire for its Terminal at Modinagar* as detailed in Section 1 & 5.
- 2.0** Sealed tenders as per single bid system are invited from established and experienced and reliable Company/ Contractors / joint venture / consortium & registered firms who have worked with Indian Railways / Reputed Public Limited companies / Other Government organizations/ PSUs/ Container Train Operators (CTOs) etc.
- 3.0** Tender document can be obtained from the office of the Company between 11.00 to 16.00 hrs on all working days or can be downloaded from our website www.kribhcoinfra.com /received through mail/postal on demand. KRIL shall not be responsible for any postal delay or failure to receive the mail within stipulated time.
- 4.0** Complete tender papers duly accompanied with requisite documents shall be submitted in the office of Kribhco Infrastructure Ltd, as per date, time, and address as mentioned below. Qualified Tender shall be opened in presence of the tenderers or their authorized representative at its office at Noida.

ITB Ref. No.	KRIL/MODINAGAR/FENCING WORKS/001/2017.
Name of Work	Fencing work with Angle Iron post and barbed wire for its Terminal at Modinagar.
Bidding Type	Single Stage
ITB Date-issued date	21.11.2017
Last Date & Time for submission of Bid	01.12.2017 by 14:30 Hours IST Extended upto 12.12.2017 by 14:30 Hours IST
Date & Time for opening of Bids	01.12.2017 by 15:30 Hours IST Extended upto 12.12.2017 by 15:30 Hours IST
Completion Time	30 Days from date of issue of letter of intent/ acceptance letter excluding mobilization time of Three days.
Place of Opening of Bids	KRIBHCO INFRASTRUCTURE LIMITED. KRIBHCO Bhawan A-10, Sector-1, NOIDA – 201301
Cost of Tender Documents	Nil
EMD	Rupees Rs. 5,000/- (Rupees Five Thousand only) by Demand Draft in favor of “KRIBHCO INFRASTRUCTURE LIMITED. Payable at New Delhi/Noida.
Address for Communication	Mr. H P Kataria /Adv/BD KRIBHCO INFRASTRUCTURE LIMITED KRIBHCO Bhawan, A-10, Sector-1 NOIDA – 201301 Email address: hpkataria@kribhcoinfra.com Contact Nos : 0120- 2549110/2534622 Noida, Fax No. : 0120- 4325129

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SECTION – I

SCOPE, TERMS & CONDITIONS OF ITB

1.0 PREAMBLE

1.1 KRIBHCO, a National Level Co-operative Society is engaged in manufacturing and marketing of urea since 1986 and operating a mega Fertilizer Complex at, Hazira, District Surat, in the State of Gujarat, India. KRIBHCO INFRASTRUCTURE LIMITED, a subsidiary of KRIBHCO has signed Concession Agreement with Ministry of Railways to operate Container Trains in Category -1 i.e. entire Rail Network in relation to both Exim Traffic & Domestic Traffic.

1.2 KRIBHCO INFRASTRUCTURE LIMITED Infrastructure Limited, a wholly owned Subsidiary of KRIBHCO is engaged in the Logistics business.

1.3 INVITATION TO BID (ITB)

KRIBHCO INFRASTRUCTURE LIMITED invites Bids for **FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL AT.**

1.4.1 QUALIFYING CRITERIA / ELIGIBILITY FOR BIDDERS

KRIBHCO INFRASTRUCTURE LIMITED invites bids from the eligible bidders subject to fulfilling the qualifying criteria detailed as below.

(Bidders to submit documents in support including certificates of clients in ENVELOP - 2)

1.4.2 **Bidders shall** have aggregate turnover of Rs 2.50 Lakh in last Three Financial years (Year, 14-15, 15-16 & 16-17 put together. Audited or certified documents along with balance sheet trading & P & L account) shall be furnished to support the Financials.

(This information shall be supported by Chartered Accountant's certificate or other such authentic certified documents and duly supported with balance sheets copy of relevant pages).

1.4.3 Bidders shall **have executed at least a single work of similar nature of Value of Works should not be less than Rs 0.60 Lakh (Similar work means Fencing works/Boundary wall works)** in Railway / Other Government organizations/ PSUs/ Reputed Public Limited companies.

Bidder is also required to be in possession of required plant & machinery or should have a firm tie up for this work duly enclosing documents in support with the Technical bid.

1.5 SCOPE OF WORK

1.5.1 The scope of work includes **FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL** as per drawings and specifications etc. as per detailed Technical Specifications mentioned in Section -4 "Technical Specifications" of this ITB.

FENCING WORKS shall be constructed on as per drawing furnished or attached with this ITB as per latest standards and design and specifications.

The Scope of Work of selected tenderer pursuant to this ITB (hereinafter referred to as "Scope of Work") shall include all works required for logically completing the entire works as per BOQ but not limited to the same.

1.5.2 Conditions and Specifications

- 1.5.3 Works will be carried out according to the General Conditions & Standard Specifications of CPWD, BIS codes along with special conditions and technical specifications issued with this tender document. If, however, any particular item or issue is not covered by these specifications, then the work shall be carried out as per instructions of Engineer in charge.
- 1.5.4 Nil
- 1.5.5 All materials shall be supplied strictly in accordance with the specifications, and conditions stated in the Technical Specifications under Section-4 of this ITB.
- 1.5.6 Nil
- 1.5.7 No deviations from such specifications or alterations of these conditions shall be made without the OWNER's agreement in writing which must be obtained before order for material is placed or manufactured or any work commenced.
- 1.5.8 The bid documents shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence in the order given below:
- a) Bill of Quantities (BOQ)
 - b) Technical specifications
 - c) Drawings
 - d) Special Conditions of Work Order
 - e) General conditions of Work Order
 - f) Instructions to tenderers

1.6 COMPLETION PERIOD

Time is the essence of the Work and total time period for completion of the work is 30 days.

In order to complete the work within the scheduled time, Tenderer is required to submit a PERT / BAR CHART for major milestones for various activities such as supply of materials/ execution of works i.e. from date of mobilization to completion of work.

In case of any deviations or failure to adhere the completion of work, the same shall be considered for imposing liquidity damages/ penalty.

Work Progress shall be accordingly measured for payment as per RA bills submitted. All RA bill shall be accompanied as per PERT / BAR CHART.

Offer accompanied without PERT / BAR CHART showing completion of work with in schedule/stipulated time is liable to be rejected.

Completion period for this work is Thirty days from the date of issue of LOI excluding Three day time for Mobilization at site.

1.6.1 PROGRESS OF WORK:

The contractor shall prepare and submit a work schedule, network in CPM, PERT or in any other approved form of scheduling. Network is to serve as a guideline for carrying out the various items of work. Notwithstanding the overall time frame for their

completion of whole contract period, it shall be binding on the contractor to complete all works in the scheduled time frame. The program for the completion of major items of work shall be finalized in consultation with the Engineer in charge. The program shall be made and submitted along with the Tender. The program shall be made so as to adhere to the minimum progress of work. The program shall be so made and resources to be deputed shall be so decided that there is sufficient margin for making up of minor slippage. In case there is slippage in adhering to the stipulated progress of work, the contractor shall depute additional resources for carrying out the balance work in the stipulated time.

1.7 TERMS OF PAYMENT FOR EXECUTION OF WORKS

1.7.1 MOBILIZATION ADVANCE

Not applicable

1.7.2 RUNNING ON ACCOUNT PAYMENT

RA bill shall not be less than one third of the total work order value or one RA bill per month whichever is early. RA bill shall be paid based on the work progress strictly as per milestone achieved as per Pert/Bar Chart submitted during the Tender.

100% against the value of actual work done shall be paid against running bills submitted by contractor duly certified by Owner/KRIL after recovery of the following payments.

- a. Statutory deductions like income Tax, sales tax on works contract etc. as applicable.
- b. Any other recovery if becomes due.

Payment shall not be released against 1st R/A bill until submission of following documents by contractor to the indenting department.

1. Financial Guarantee for Performance
2. Labour License (as per statutory requirements)
3. EPF Code Registration number with RPFC/ARPF
4. Insurance Contractor All Risk (CAR) Policy
5. Workmen compensation policy
6. PAN Number

Payment in RA bills shall based on quantity of work executed at site (as per the item of work) & verified by KRIBHCO INFRASTRUCTURE LIMITED /KRIL as per the item rate in work orders/Tender.

KRIBHCO INFRASTRUCTURE LIMITED /KRIL is authorized to allow part rate/reduced rate for any item of work. The engineer in charge KRIBHCO INFRASTRUCTURE LIMITED /Consultant shall specify the reason for the part rate payment in the RA bill.

Payment has been made in RA bill for any item of work but later on some defect is noticed KRIBHCO INFRASTRUCTURE LIMITED /Consultant is authorized to disallow the payment in successive bill till rectification of the work.

Payment against the final bill shall be released subject to the following:

- a. The status of the contractor as L-1 bidder shall be ensured keeping in view the final executed Bill of Quantity. All the valid tenders considered in evaluation at the time of award of work shall be re-evaluated at the respective quoted rate with a view to assess whether L-1 contractor's price of completed works continues to be the lowest. In case after such re-evaluation, final contract value is not the

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lowest, the contractor shall reimburse to owner the difference in the amount between the re-evaluated tender and the lowest tendered amount. This difference of amount shall be adjusted from their final bill.

- b. However, if the amount recoverable exceeds the amount payable in final bill, the balance amount shall be recovered by the Owner, from the performance bank guarantee/any other moneys or bank guarantees available with the owner for any other job being done by the contractor. The contractor shall restore the performance guarantee to the requisite value to the extent of 5% of contract price in such case where recovery is required to be affected by the encashment of full amount or a part of the performance bank guarantee as soon as the contractor receives such intimation from the owner/consultant.

RA bill shall not be less than one third of the total work order value or one RA bill per month whichever is early. RA bill shall be paid based on the work progress strictly as per milestone achieved as per Pert/Bar Chart submitted during the Tender.

1.7.3 FINAL BILL

The final bill complete in all respect shall be submitted by the contractor within three months of certified completion of work. Owner shall verify the Final measurement as per Joint Measurement to the Satisfaction of the Owner. Owner shall make its best efforts to rectify and finalize the bill within the maximum period of three months from the receipt of the final bills. The bill should be accompanied with the following documents.

- Job completion certificate by Site Engineer.
- No claim certificate on Owner's prescribed Performa.
- Site clearance certificate by Site Engineer.
- Performance Guarantee duly amended to cover defect liability period (modified or extended) or Amount of revised work order value if any.
- Material reconciliation statement (As per Material).
- Indemnity certificate towards labour payment and all statutory payments.

1.7.4 No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made subject to settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner.

1.7.5 In case, any claim with regard to the wages of any labour employed by contractor for the subject job is pending/ reported, KRIBHCO INFRASTRUCTURE LIMITED shall be fully entitled to withhold payment of final bill pending finalization of such claims.

1.7.7 MODE OF PAYMENT

Payment shall be made through Cheque/DD or through EFT (Indian Contractor) after the completion of respective supply / works as per detailed schedule item.

1.7.8 STANDARDS

All the works under this contract shall conform to the standards mentioned in the Section-4 of Technical Specification and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

1.8 INSPECTION AND TEST

1.8.1 Inspection and Testing of materials including third party or statutory inspection of the same will be done as elaborated in the Section-4 of Technical Specification. Other Tests and Inspections will be conducted as per relevant clauses of the Technical Specifications and elsewhere in the ITB/Tender at the cost of Contractor from reputed lab as nominated by site in charge.

1.8.2 Nil

- 1.8.3. OWNER or its representative shall have the right to inspect and/or to test the full lot of materials to confirm their conformity to the Section-4 Technical Specification of this ITB. All reasonable facilities and assistance shall be furnished for inspection and test at no charge to the OWNER at the cost of Contractor.
- 1.8.4 The Contractor shall advise the OWNER in writing well in advance of the date when the materials supplied will be ready for inspection. However, the inspection or it being dispensed with by the OWNER will in no manner absolve the Contractor of his responsibility of quality and workmanship of the materials/ works executed covered under this Order.
- 1.8.5 Should any inspected or tested materials fail to conform to the specifications, the OWNER may reject them and the Contractor shall either replace the rejected materials free of cost to the OWNER.

Nothing in Clause 1.8 shall in any way relieve the Contractor from any warranty or other obligations under this contract.

1.9 OFFERED PRICE

Bidders to quote offered Price as per BOQ. Offered price shall remain fixed and firm throughout the contract period. The Prices offered shall be inclusive of all taxes and duties etc at the prevailing rates and shall be mentioned in the Price Bid.

1.10 TAXES & DUTIES

- 1.10.1 GST on materials and on complete works in respect of this contract shall be payable by the contractor and KRIL will not entertain any claim what so ever in this respect. This should be included in the rates quoted by Contractor. The Contractor will register himself under the applicable laws for the above purpose to execute the Contract.
- 1.10.2 The Tax forms for materials supply as applicable to concerned states to facilitate entry/movement of the goods in the State, shall be provided by the /Owner at request and handed over to the Contractor.

1.11 PRICE VARIATION:

- 1.11.1 Being a short term contract, this shall be a fixed price contract and No escalation shall be applicable during the Execution period or any extended period.

1.12 DEFECTS LIABILITY PERIOD

12 months after Completion of Work

1.14 PERFORMANCE SECURITY

- 1.14.1 The contractor shall furnish Performance Security equivalent to 5 (Five) percent of the Order Value for the due and faithful performance of the Work Order and Warrantee Period in any one of the manners described below:
- a) The Contractor will furnish Demand Draft (DD) of value equivalent to 5% of the Order Value within 15 days of issue of this Order, in favor of the OWNER and payable at New Delhi /Noida. The Performance security shall not bear any interest.
- OR
- b) The Contractor will furnish a Bank Guarantee (BG) of equivalent to 5 (Five) % of the Order Value, in pro-forma attached at Annexure 6.4 of this ITB, issued by Nationalized / Scheduled Bank (other than Gramin/ Co-operative Scheduled/ Co-

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operative Bank) Or any Indian Branch of Foreign Bank or issued by a Foreign Bank duly confirmed by Indian Bank Guarantee shall be valid up to the Warranty/defect liability Period plus a claim period of Ninety (90) Days.

- 1.14.2 In the event of any contract amendment, the Contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended plus Warranty/defect liability Period with a claim period of Ninety (90) Days .
- 1.14.3 In case of any default on the part of contractor, in terms of this Order, the Performance Security shall be forfeited and/or Bank Guarantee towards Performance Security shall be en-cashed.
- 1.14.4 Performance Security will be released and/or bank Guarantee towards Performance Security will be discharged and returned to Contractor not later than 30 days after the completion of Warrantee Period/ defect liability period.

1.15 DELIVERY DOCUMENTS FOR MATERIALS SUPPLIED

The CONTRACTOR/ contractor shall mail the following documents to the OWNER. Three copies of the CONTRACTOR invoice showing Goods description, quantity, unit price, total amount.

- a) Manufacturer's/CONTRACTORs Guarantee /Warranty certificate
- b) Inspection Certificate issued by the nominated inspection agency,
- c) Copy of Challan
- d) Copy of Material Test Certificate
- e) Documents related to paid taxes and statutory levies if any
- f) Any other relevant document

1.16 WARRANTY

- 1.16.1 Materials supplied shall conform to warranty as specified in Section-4, Technical Specification in this ITB.
- 1.16.2 The Contractor warrants that the materials supplied under this Work Order are new, unused and have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal operation of these materials.
- 1.16.3 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered and commissioned at the final destination indicated in the Contract, unless specified otherwise in the Section-4, Technical Specification of this ITB.

1.17 DAMAGES FOR DELAY

- 1.17.1 If for reasons not attributable to the OWNER or due to conditions constituting Force Majeure the work is not completed in accordance with the provisions hereof and in accordance with the completion period as indicated in this Order, it is agreed that the Owner shall be entitled to and the Contractor shall pay to the OWNER the following as mutually agreed damages which are a genuine pre-estimate made by the parties of loss & damages which the OWNER would have suffered on account of delay in delivery/execution and as by way of mutually determined reasonable compensation to the OWNER after taking into consideration all circumstances without OWNER being required to establish and prove the actual loss/damage suffered by the OWNER on account of such delay.

The pre-estimated mutually agreed damages pursuant thereto shall be payable at the rate of ½% (half percent) per week or part thereof subject to maximum 5% (Five percent) of total value of work.

SECTION-II

INSTRUCTIONS TO BIDDERS

2.1 The ITB explains in detail the Scope of Work of the selected Bidder. The statements and explanations contained in this regard are intended to provide a proper understanding to Bidders but should not be construed or interpreted as limiting his responsibilities and/or OWNER's right to amend/change the scope of the ITB or the Scope of Work or the terms hereof. It shall be clearly understood that the intent of OWNER is to issue of award of contract to the successful Bidder for subject work in accordance with the Scope of Work defined in this ITB including Warranties and Guarantees (to be provided by the selected Bidders) explicitly identified and consequently, any omissions, conflicts or contradictions in this ITB shall be noted, interpreted and applied appropriately to give effect to this intent. Claims or disputes on account of wrong interpretation or willful misinterpretation of this intent by successful Bidder after issue of award of contract will not be entertained by OWNER nor will they be legally binding on OWNER.

2.2 COST OF TENDER DOCUMENTS

The Bidder shall bear all costs associated with the preparation and submission of the Bid and OWNER will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Cost of Tender towards tender documents is nil.

3.1 BID DOCUMENTS AND SUBMISSION OF BIDS

3.1.1 The Bidder is expected to examine all instructions, forms, terms and conditions in the ITB. The ITB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. No deviations are acceptable in respect to Technical and Commercial terms.

3.1.2 The Bidder should ensure timely submission of Bid OWNER by the last date/time for submission of the Bids as indicated in the ITB. Any bid received after the deadline specified in the ITB or by extended time shall be liable to be rejected.

3.1.3 Latest and valid income tax return

3.1.4 Attested copy of the latest taxes annual returns

3.1.5 A BAR CHART indicating various milestones and their date of completion vis-à-vis deployment of resources. Here it may be noted that the **completion period for the work is 30-days excluding mobilization period of Three days from the date of issue of LOI.**

3.1.6 Attested copies of valid certificate showing annual turnover during last 3 financial years. In this regard, the bidder shall submit information supporting by Chartered Accountants Certificate only. Document in support of financial e.g. Balance sheets with profit and loss account for the last three years, present capital(authorized and issued and paid up), financial arrangement proposed viz., own resources/bank credit etc., current assets, current liabilities, working capital and net worth, banker credit etc. (Note: -give full details for each)

3.1.7 Attested copies of valid Certificates of registration or proof of working with PSU/other Government organizations.

3.1.8 Nil

3.1.9 List of permanent technical personnel employed by the renderer, in the following Performa:

- Name of employees
- Their qualifications
- Designations of personnel

- Employment period with details

- 3.1.10 All conditions of contract duly read and signed on all pages including all Technical specification, Drawings issued along with tender document, read and signed on all pages.
- 3.1.11 Instructions to tenderers read and signed on all pages.
- 3.1.12 Letter of submission of tender.
- 3.1.13 Any other information which the contractor may like to submit in support of his capabilities, etc.
- 3.1.14 The cost of the tender document is nonrefundable and is not transferable.
- 3.1.15 **BIDDERS TO NOTE THAT THEY HAVE TO FILL UP COMPLETE DETAILS AS PER ANNEXURE 6.5 BY THEMSELVES FOR PRE QUALIFICATION OF BIDDER .**

BIDS SUBMITTED WITHOUT FILLING THE PERFORMA AS PER ANNEXURE-6.5 MAY BE LIABLE FOR REJECTION OF BID.

4.0 EARNEST MONEY DEPOSIT (EMD)

- 4.1 **The Bidder shall deposit the Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand only) in any of the form given below:**

Demand Draft (DD) / Pay Order (PO) / Banker's Cheque (BC) drawn in favor of KRIBHCO INFRASTRUCTURE LIMITED payable at New Delhi.

- 4.2 EMD of all other bidders, who are not the successful bidder, may be returned to them **after the issue of LOI /award of work order/Work order and acceptance of Work Order by the successful bidder.**
- 5.0 OWNER shall not be liable to pay any interest on the EMD and the same shall be interest free. In case the Bidder revoke / revises the bid or varies any term, during the validity of bid, without written consent of OWNER, OWNER shall forfeit the EMD.
- 6.0 The EMD of the successful Bidder will be retained till furnish of Performance Security by the successful Bidder. However if the successful Bidder fails to deposit the required Performance Security in the Letter of Intent/Work order, the OWNER shall forfeit the EMD.
- 7.0 The EMD of unsuccessful Bidders will be refunded by Electronic Fund transfer (EFT) System, without any interest , only when it is determined that they will not be awarded the Work Order.
- 8.0 The EMD may be forfeited:
- a) If a Bidder withdraws or modifies his bid during the period of bid validity specified by the Bidder in the Bid; or
 - b) In case of a successful Bidder, if the Bidder fails:
 - i) To accept the LOI/Work Order in accordance with Annexure-6.1
 - Or
 - ii) To furnish Performance Security in accordance with Ann 6.4.

9.0 BIDDING PROCESS

Sealed tenders in two bid system are invited as per Scope of Work as mentioned and detailed in Section-4.

Single Stages bidding process shall be followed for award of contract. No deviations to any terms & conditions of the ITB are acceptable to the Owner. Any deviation taken by the Bidder shall be loaded financially during the evaluation of the Bid and final discretion of the KRIL shall be binding on the Bidders.

9.1 BID SUBMISSION

- 9.1.1 As pre bid meeting may be arranged for the clarifications on the Bid submission and its terms and conditions and Technical specification or other related matters if so desired by the Owner or warranted on the request of the Bidders, a week before the bid submission date of the bid.**
- 9.2 Bid to be submitted on the Bidders Letter Head as per draft pro-forma Annexure 6.1 given in the ITB. Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- 9.3 Bids shall be sent in sealed cover as following by Courier Service / hand delivered so as to reach Owner by the time and date stipulated in this ITB. Where the Bids have been sent by Courier Service, the Bidder shall notify OWNER the dispatch details by fax / e-mail.
- 9.4 All the envelopes shall be marked as below and should have written "DO NOT OPEN" on it. The outside of the envelope should also indicate clearly the name of the Bidder and his address

ENVELOPE – 1	Earnest Money Deposit (EMD) & Cost of Tender
ENQUIRY NO.	KRIL / MODINAGAR / FENCING WORKS / 001 / 2017.
Name of work	FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL.
ENVELOPE – 2	Techno-Commercial Un-priced Bid
ENQUIRY NO.	KRIL / MODINAGAR / FENCING WORKS / 001 / 2017
	Acceptance of all other Terms and Conditions of the ITB. Complete List of Deviations if any by the bidder (Technical & Commercial)
ENVELOPE –3	Priced Bid
ENQUIRY NO.	KRIL / MODINAGAR / FENCING WORKS / 001 / 2017
Name of work	FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL.

9.5 EXTENSION OF BID SUBMISSION DATE

OWNER may extend the last date for the submission of Bids by amending the ITB documents, in such case all rights and obligations of OWNER and the Bidders under this ITB shall be subject to the extended deadline.

9.6 VALIDITY OF BID

The bid submitted by the Bidder shall remain valid for a period of 90 (Ninety) days from the date of opening of the Price Bid. The Bidder shall not be entitled during the said period of 90 days to revoke and / or to cancel the bid. In case, the Bidder revokes or revises the bid or varies any term in regard thereof without the written consent of OWNER, the bid shall be rejected

9.7 ASSIGNMENT/SUB-LETTING

The contractor shall not assign or sub-let any part of the contract without the written consent of Owner/Consultant.

9.8 VARIATION IN CONTRACT VALUE

The quantities of work specified of Work Order are estimated and may vary on actual execution as per the requirements. Variation to be restricted to +/- 10% of the total awarded value work order.

10 OBSERVANCE AND COMPLIANCE OF STATUTORY RULES/LAWS

- 10.1 The rights and obligations of owner and contractor and provisions of the agreement shall be governed by the Indian Laws.

The contractor will be fully responsible for all matters arising out of the performance of the contract and shall comply at his own expenses with all the laws/enactments/orders/regulations/statutory obligations, whatsoever, of the Government of India/State Govt. /any Statutory or non-statutory authority. The contractor hereby agrees to indemnify and keep harmless the owner/consultant against all liabilities in this respect. The contractor shall be fully and exclusively responsible for the work, conduct, supervision and control of all their own personnel and personnel employed by the sub-contractor engaged by them and owner/consultant shall in no way be responsible for supervision, control etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over the contract awarded to him and the people engaged for this purpose, the contractor or his sub-contractor, as the case may be, shall be the principal employer under the contract labour (Regulation & Abolition) Act. 1970 and the contractor shall register himself as such; and the owner/consultant shall have no responsibility and liability on this account.

- 10.3. The contractor shall observe all safety rules so that no harm or damage is done to the owner's employees or property. The owner/consultant shall have their right to object to any unsafe practices followed by the contractor or their subcontractors. If on account of the contractor or sub-contractor, owner's property or personnel are likely to suffer any damage in such cases any directions, issued by owner/consultant shall be complied with by the contractor and their sub - contractors.(without any cost to Owner)
- 10.4. The contractor shall at all times be responsible for work under the supervision and control of all its personnel in connection with the work awarded to him under this contract. Whether the personnel are employed by the contractor or by any sub-contractor engaged by him
- 10.5. If, in the opinion of owner, any employee or employees of the contractor or his sub-contractor is found to be suffering from any disease, infections or otherwise or if any employee of the contractor or his sub-contractor is found to commit any misconduct including use of intoxicants or on account of any other reasonable cause, owner/consultant at its sole discretion may if require, the contractor to remove such employee(s) without questioning the decision of the owner/consultant in this respect and owner will be entitled to restrain such employee(s) from entering the premises.
- 10.6. The contractor shall engage sufficient number of personnel with suitable qualification and experience so that the work and job assigned to the contractor are completed as per the specifications and within the time schedule.
- 10.7. Contractor shall be responsible to keep himself informed of all the statutory laws, rules and Regulations of Central Government, Municipal Authority etc. Contractor shall be responsible to secure compliance with all central and state laws as well as the rules,

regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.

- 10.8 Contractor shall be responsible to ensure that no loss or damage is caused to the adjoining property around the battery limits of the project. In case of any damage or loss to adjoining property which is attributable to them, the contractor shall make good the loss or damage at his own cost.
- 10.9 The wages of every labour employed by the contractor under this contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rates as notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the contractor to all his workers. The payments shall be disbursed against muster roll in the presence of the owner's representative and the same shall be affected during working hours in the factory premises. In case of any default/delay, the company will have the right to disburse the due payments to the contractor's workmen and the amount so disbursed together with any other expense incurred by the company to meet the contractor's pending bills/security deposit, if any besides, the owner shall also have the right to cancel the contract forthwith.

10.10. PROVIDENT FUND

The contractor will also strictly observe the provisions of employees provident fund act. The tenderer to whom work is awarded will be required to obtain P.F. Code no. from R.P.F.C. / A.R.P.F.C. & remit the recoveries to him. The contractor will submit documentary evidence of his registration with R.P.F.C. /A.R.P.F.C. & details of remittance to owners on a monthly basis during the entire contract period, failing which the payment of bills will not be released.

11.0 EXTRA ITEM

- 11.1 If any extra item crops up during the currency of works under the subject work order/contract, same will be paid on the basis of reasonable cost of material and labour plus 15% of the cost of labour and material to cover contractor's profit, supervision, overheads, establishment, plant and machinery etc.
- 11.2 The contractor shall be required to get all hardware/ sanitary/ water supply fittings, paints and other bought out items approved by the Engineer in-charge/ Consultant before procurement.
- 12.0 Successful tenderer/ bidder/contractor shall be required to take insurance policy in respect of workmen engaged by him for the work awarded to him and to be carried out at KRIBHCO INFRASTRUCTURE LIMITED site.
- 12.1 Successful tenderer/ bidder/contractor will have to submit a certified copy of the insurance policy in respect of persons to be engaged by him at KRIBHCO INFRASTRUCTURE LIMITED site in term of work order along with the acceptance copy of work order.
- 12.2 LPC of the Contractor will be cleared by IR section only after checking the validity of the insurance policy taken by the Contractor in respect of persons engaged by him at KRIBHCO INFRASTRUCTURE LIMITED site with reference to the period of Work Order and number of persons engaged by Contractor. For this purpose a copy of such insurance policy taken by the Contractor will be sent invariably to IR section along with a copy of work order issued to him (Contractor).

13.0 AMENDMENT OF ITB

13.1.1 At any time prior to the deadline for submission of Bids, OWNER may for any reason, whether at their own initiative or in response to a clarification requested by a Bidder, modify the ITB by amendment. For removal of doubts it is clarified that OWNER may extend the deadline for submission of Bids without assigning any reason by issue of an amendment to this ITB.

13.1.2 The amendment will be notified in writing by letter or fax or e-mail to all Bidders to whom this ITB has been issued and the same shall be binding on them. In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.

13.1.3 CLARIFICATIONS ON ITB

13.1.4 The Bidders are required to carefully examine the specifications and documents and fully ascertain himself as to all the conditions and matters, which may in any way, affect the works to be performed or the cost thereof.

13.1.5 If any Bidder finds discrepancies or omissions in the specifications and ITB documents or is in doubt as to the true meaning of any part thereof, he shall at once request in writing for an interpretation/clarification to OWNER. OWNER, then, will issue interpretations and clarifications as required in writing to all prospective Bidders. OWNER may also issue, on its own, if deemed necessary, interpretations and clarifications to all prospective Bidders. All such interpretations and clarifications shall form part of the ITB and Bid.

14.0 OPENING OF BIDS

14.1.1 OWNER will open Bids in the presence of Bidder's representatives who choose to attend at Date and time specified on cover page of ITB or as informed by OWNER. The Bidder's representative(s) present during the Bids opening shall sign a Bids opening record sheet evidencing their attendance.

14.1.2 The Bidder's name, quoted price and such other details, as OWNER may consider appropriate at its discretion, will be announced during Bids opening.

15.0 EVALUATION AND COMPARISON OF BIDS

15.1.1 Priced Bids of the Technically Prequalified, Eligible and responsive bidders will be evaluated in Indian Rupees inclusive of all applicable taxes and duties, statutory levies as applicable etc as indicated in for arriving the status of the Bidder.

Bidders to note, they have to unconditional accept the tenders terms and conditions otherwise their tender is liable to be rejected or may be suitably loaded in terms of deviation as deemed fit by Evaluation Committee.

The overall price of bidders will be examined by tender committee w. r. t. overall estimated cost of work put to tender. If lowest offer is within + 10% of estimated value, then the lowest price bid shall be considered reasonable

In case technically accepted and evaluated lowest bid is beyond + 10% of estimated value, the tender committee may propose negotiation with L-1 party.

15.1.1 NEGOTIATIONS

15.1.2 The Contractor(s) shall not increase his/their rate in case Owner negotiates for reduction of quantities. Such negotiation shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the Contractor.

15.1.3 COUNTER OFFER

15.1.4 The Owner reserves the right to make a counter offer of the price offered by the lowest responsive Bidder to the other responsive Bidders. The Owner may thereafter at its discretion, split the quantity as per ITB between the lowest responsive Bidder and the other higher Bidders accepting the counter offer.

15.1.5 POLICY FOR BIDS UNDER CONSIDERATION

15.1.6 Bids shall be deemed to be under consideration immediately after they are opened and until such time OWNER makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, OWNER and/ or his employees/ representatives or Consultant on matters related to the Bids under consideration. OWNER if necessary will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, either in writing or through formal meetings as may be necessary. Bidders will not be permitted to change their Bids after the Bids have been opened.

15.1.7 Any effort by a Bidder to influence OWNER in OWNER's Bid evaluation, Bid comparison or issue of Work Order decisions may result in rejection of the Bidder's Bid.

16.1 RESPONSIVE BID & ISSUE OF WORK ORDER

16.1.1 The Work Order/ letter of award of work will be issued subject to the terms and conditions of this ITB to the competitive lowest evaluated Bidder submitting responsive bid, which is technically acceptable to OWNER, in conformity with the requirements of this ITB

16.2 OWNER'S RIGHT

16.2.1 OWNER reserves the right to accept or reject any Bid, if the bids submitted by the bidder is not responsive or unacceptable due to non-conformity of terms and condition and Technical specification offered by the bidder in his bids and to annul the Bidding process and reject all Bids, at any time prior to issue of Work Order/ letter of award of Work, without any obligation to inform the affected Bidder or Bidders, the grounds for Owners' action. OWNER will not be held liable in any manner for such action.

16.2.2 OWNER reserves the right to split the work among more than one Bidder as per his sole discretion.

16.2.3 OWNER also reserves the right to not to award the Work Order/ letter of award of work to the Lowest Evaluated Bidder and negotiate with other Bidders or opt to e-reverse auction for arriving at lowest price.

16.3 OPTION FOR THE VARIATION OF QUANTITY OF ORDER:

The Owner at its sole discretion reserves the right to vary the contract quantity by \pm 30% without assigning any reason at price, terms and conditions of the initial orders during the currency of the contract.

16.4 PERFORMANCE SECURITY

16.4.1 The successful Bidder shall furnish the Performance Security in prescribed Performa as per Annexure 6.4.

16.4.2 Failure of the successful Bidder to comply with the requirement of furnishing Performance Security hereof shall constitute sufficient grounds for the annulment of the award in which event OWNER may call for fresh Bids.

16.5 GENERAL

16.5.1 The submission of a Bid by the Bidder will be construed as evidence of examination of all requirement terms and conditions etc. required for the performance of the Scope of Work and all obligations of the Contractor pursuant hereto and the Bidder shall not raise later any claims/disputes against OWNER and OWNER shall not be liable in respect thereof in any manner whatsoever.

16.5.2 Acknowledgments of receipt of any amendments, clarifications and/or additional information issued by OWNER should be immediately sent by the Bidders by Email/Fax.

16.5.3 All communications should be in English Language only.

16.5.4 This ITB and all attached documents are and shall remain the property of OWNER and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.

16.5.5 NIL

16.5.6 The bid shall be completed in all respect as per clause 03 of section -02 of this ITB. Any bid with incomplete documents / information shall be liable to be rejected.

16.5.7 The bid received after the specified date and time will be liable to be rejected and returned un-opened. In case of clarifications sought by the owner on any matter related to the bid is not submitted within the timeframe given, it may be liable for rejection of the bids without citing any reason to the bidder,

16.5.8 The Bidder shall set his bid in firm figures and without qualifications or variations or additions in terms of the enquiry document. In case the bid contains qualifying expressions such as "Subject to minimum acceptance" or "subject to prior sale" or any other qualifying expressions incorporated in the terms and conditions in the bid at variance with the terms and conditions incorporated in the enquiry document, such terms and conditions shall not be acceptable to OWNER, and the bid shall be liable to be rejected.

16.5.9 The Bidder shall quote rates and total amounts, both in figures and words in Performa of Price Bid enclosed with this ITB, in such a way that interpolation is not possible. The rate for each item shall be worked out and entered against it in the column of rate and total amount for quantity of that item to be entered under column of total amount. Similarly, rate and total amount for all items shall be entered. The total amount for entire Work Order Value shall also be entered in Price Bid and all pages of Price Bid shall be duly signed & sealed by Bidder. If any discrepancy is found between the rate (s) given in words and figures in Price Bid, the rate given in words shall be considered, as final and total amount shall be corrected accordingly.

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16.5.10 Prices shall be written in words as well as in figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancies with regards to total price.

16.5.11 Bids which do not fulfill any of the above conditions or incomplete in any respect are liable to be rejected.

All correspondence and communications bids in sealed cover and un-priced bids and shall be addressed and sent to:

KRIBHCO INFRASTRUCTURE LIMITED.

KRIBHCO Bhawan

A-10, Sector-1, NOIDA – 201301

Email address:

rastogi@kribhcoinfra.com

hpkataria@kribhcoinfra.com

SECTION - III

TERMS AND CONDITIONS

1.1 SAFETY PRECAUTIONS

For work close to railway line, road, telephone line, power line (both underground and overhead) and structures, all precautions will be taken for ensuring that during the execution of the work no damage is caused to the installation structures and also no obstruction is caused to the movement of trains/road traffic.

The contractor will also ensure that no damage is done to the electrical cables, drainage system & water supply and any other services and/or structures.

1.2 DEFAULT

In the event of any default of Contractor to comply with any of the provisions or requirements hereof, OWNER shall have the right to terminate and cancel the CONTRACT with or without notice and without prejudice to any other rights, elections, or remedies OWNER may have and OWNER shall be relieved from any further obligations to Contractor hereunder. In the event of such cancellation of the CONTRACT, OWNER shall be entitled to arrange for the procurement of equipment, materials and services from alternate Contractors at the risk and cost of the CONTRACTOR.

The waiver of one default shall not be considered an automatic waiver of any other default. However such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OWNER.

1.2.1 TERMINATION FOR DEFAULT

The OWNER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:

(a) If the Contractor fails to deliver any or all of the Goods or fails to complete the work within the time period(s) specified in the Contract, or any extension thereof granted by the OWNER

Or

(b) If the Contractor fails to perform any other obligation(s) under the Contract

1.3 FORCE MAJEURE

The terms and conditions mentioned herein below shall be subject to the Force Majeure which shall mean and be limited to the following:

- a) Any war or hostilities
- b) Any riot or civil commotion;
- c) Any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, Disaster, Shipping services or other means of transport;
- d) Any strike or (lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the Contractor's/OWNER's obligations.

Neither party hereto shall be held responsible for any delay of failure to perform any or all of the obligations imposed upon such party caused by force majeure. In such case, the time for performance of such obligations and the obligations of the other party to

the extent that they are directly/or indirectly affected by such occurrence will be extended by a period equal to that duly justified. Notification of circumstances of force majeure shall be given by the Fax/Email addressed to the other party within Five (5) working days of its occurrence. This Fax/Email shall be confirmed by a letter dispatched within one (1) week along with a certificate of the circumstance of the force majeure. However, should such a delay, even if due to reasons of force majeure, be protracted for more than Three (3) months, KRIBHCO INFRASTRUCTURE LIMITED shall have the right to cancel the Contract at no charge to OWNER in a Contractor's/contractor's favor and OWNER shall be entitled to the reimbursement of any amount already paid to Contractor.

1.4 GOVERNING LAW AND JURISDICTION

All actions at law or suits arising out of, or in connection with this order or the subject matter thereof and whether as to construction or otherwise shall be instituted in a court of competent jurisdiction in Delhi and will be governed by the Laws of India for the time being in force.

1.5 RESOLUTION OF DISPUTES / ARBITRATION

The OWNER and the Contractor shall make every effort to resolve amicably by direct informal negotiations any difference or dispute arising between them under or in connection with the Contract.

If after thirty (30) days from the commencement of such informal negotiations, the OWNER and the Contractor have been unable to resolve amicably the dispute; either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder.

1.6 LEGAL CONSTRUCTION

Contract shall be, in all respects, construed and operated as an Indian Contract and in accordance with Indian Laws in force for the time being and is subject to the jurisdiction of Delhi Courts.

1.7 ARBITRATION

Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the Contractor is specifically directed by OWNER to desist from working in this behalf.

The venue of arbitration shall be New Delhi.

The language of proceedings shall be English.

The Law governing the substantive issues between the parties shall be the Laws of India.

1.8 TERMINATION

1.8.1 TERMINATION FOR CONVENIENCE

OWNER reserves the right to terminate or cancel this Contract in whole or in part by written or Fax notice to Contractor at any time during the currency of the contract. OWNER shall pay Contractor his actual out of pocket costs including reasonable termination expenses in connection with cancellation costs, title of all affected goods, both completed and in-completed, shall pass to OWNER and Contractor shall safely hold the same for a reasonable time subject to receipt of KRIBHCO INFRASTRUCTURE LIMITED's written instructions or other disposition instructions. However, this article shall not be applicable in case of termination by OWNER is due to default by Contractor.

1.8.2 TERMINATION FOR INSOLVENCY

The OWNER may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OWNER.

1.9 PATENT RIGHTS

The Contractor shall fully indemnify the OWNER, its customers and users, against any action, claim or demand, costs of expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be the liability of and be paid directly by the Contractor.

ADHERENCE TO LABOUR LAW AND REGULATIONS

The Contractors who propose to execute the work through Contract Labour and/or propose to employ labour themselves directly should get themselves registered with the Assistant Labour Commissioner (Central) concerned as required under Contract Labour (Regulation and Abolition) Act 1971 and obtain a license from the Assistant Labour Commissioner (Central) concerned and produce the same to KRIBHCO INFRASTRUCTURE LIMITED either along with the tender or before signing the Agreements, failing which the contract awarded will be terminated on the ground that they have not complied with legal provisions of the said Act and earnest money forfeited.

1.10 CONFIDENTIALITY

Bidder shall agree to hold in confidence any information imparted to it or any of its vendor which pertains to business activities of OWNER in any manner and which is not be subject of general public knowledge other than Government agencies.

1.11 CHANGE ORDER/CONTRACT AMENDMENT

The OWNER may at any time during the performance of this Work Order by written order given to Contractor make changes with regard to the following:

- a) Place of Delivery
- b) Scope of Supply
- c) Method of Shipping
- d) Design ,drawings, or specifications

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In case such changes causes any increase or decrease in cost or time required for the Contractor's performance of any part of the work under the Work Order an equitable adjustment shall be made in the Work Order price or delivery schedule or both by an amendment.

SECTION-IV

TECHNICAL SPECIFICATION & CONDITIONS

1.0 SCOPE OF WORK:

The work is for *FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL* OF KRIBHCO INFRASTRUCTURE LIMITED as per Schedule of quantities in the BOQ.

Prospective Bidder is advised to visit the site of work and acquaint himself with the work site, approach roads, how the materials shall be taken to the site.

Contractor may be provided space for labour huts only for the period of work as per agreement, on request provided it is available with KRIL.

These works includes but not limited to the following and shall cover all the components of works which are broadly as follows:

1.1 TEST CERTIFICATES: -

The contractor will, if so required by the owner, supply specified numbers of tests certificates and/or material analysis certificates. Reports from recognized agencies of repute (The agencies shall be approved by owner), In case of any doubt the owner may ask to repeat the test at the cost of contractor.

1.3 SITE LABORATORY: -

The contractor shall establish a site laboratory to the satisfaction of owner.

2.0 STANDARDS:

All the works shall be carried out as per CPWD specifications for the relevant item description and the relevant BIS/IS codes.

2.1 CODES AND STANDARDS: AS PER RELEVANT BIS/IS CODES

2.1.1 The works will have to be carried out as per the Standard Specifications laid down for each item read with provisions made in the above manuals and code books.

2.1.2 The relevant technical specifications and manuals etc. of BIS, CPWD specifications have been mentioned in clause above. However, it shall be the responsibility of the contractor to adopt the latest revision of relevant technical specification/manuals with all correction slips and alterations. The contractor shall be responsible for collecting the relevant technical specification from Indian Railways at his own cost and shall submit them to the Engineer for his approval before starting of work.

2.1.3 The relevant Drawings shall be followed for the works.

2.1.4 Where ever reference is made in the contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards or the codes are notional, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the contractor and submitted to the

Engineer at least 28 days prior to the date when the contractor desires the Engineers approval. In the event the Engineer determines that such proposed deviation do not ensure equal or higher quality or do not serve the requirements, the contractor shall comply with the standards specified in the documents.

- 2.1.5** All measuring tools shall be arranged by contractor including assisting the inspecting officials with skilled manpower for taking such measurements.

3.0 MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS

The contractor shall ensure that the measurements for all work, which may be partially or wholly hidden in the course of construction, are duly recorded in the Measurement book before that portion of work becomes in-accessible for measurement. A measurement book along with Hindrance and material registers shall be maintain at site. All measurement shall be jointly signed and maintained by contractor/Engineer thoroughly and shall be supported and furnished with RA bills.

- 3.1 For works running/on account payments can be made on the basis of detailed measurements recorded in the measurement books for the actual work executed. The bills will be submitted by the contractor on the approved format and the date of submission of the bills will be considered as the date, the contractor signs the accepted bill which is to be forwarded by the Engineer-in charge concerned for arranging payment. Whenever there is likelihood of delay in recording detailed measurements for making running payment, the Engineer in-charge in his sole discretion can recommend for interim advance payment without detailed measurements for works done at 75% of the total assessed value. The advance value so allowed will be adjusted in the subsequent running bill by taking detailed measurement thereof

- 3.2** The testing and acceptance of criteria for cement and steel and any other materials supplied by the contractor shall be as per IS codes referred to above or as decided by the Engineer-In charge. The cost of testing will be borne by the contractor.

3.3 PLANT & MACHINERY REQUIRED FOR THE WORKS

- 3.3.1 It will be the responsibility of the Contractor to arrange all plant & machinery, trucks, Concrete mixers, vibrators, Road roller, Vibratory rollers etc., required for the execution of works.

- 3.3.2 The contractor will also arrange for getting permission (for their use) if required from local or other concerned authorities so also for their transportation to site.

- 3.3.3 All expenditure incurred in this connection will have to be borne by the Contractor.

- 3.3.4 No plant or machinery will be issued on hire by the KRIBHCO INFRASTRUCTURE LIMITED.

4.0 Arrangement of Water for execution of works

- 4.1 The contractor will have to make his own arrangements for obtaining water to be used for execution of the works as well as for drinking purpose.

- 4.2 The contractor shall not dig any wells or bore wells on client's land without specific Permission on writing from Engineer /KRIBHCO INFRASTRUCTURE LIMITED.

- 4.3 All temporary or pucca bunds or diversion of water courses, nallahs etc. shall be done at Contractor's cost and after obtaining permission of concerned local authorities, and the same shall be removed after completion of the works and area restored to original state.

5.0 Arrangements for Electric connection, Lighting & other purpose

- 5.1 If for reasons of urgency the work has to be executed at night contractor shall make his Own arrangement for illuminating the site, Nothing extra will be paid for doing works at Night

5.2 Contractor will have to make his own arrangements for arranging electricity if the same is required for illumination purposes or for running of any plant or machinery/equipment or for any other purpose

6.0 Cost of Tests:

All tests shall be carried out at the contractor's cost from reputed laboratory as per requirement and instruction of Engineer In charge.

7.0 MATERIAL AND WORK MANSHIP: GENERAL

7.1 INTRODUCTION

- 1) This Materials and Workmanship Specification for Building work shall be read in conjunction with all the documents forming part of the Contract.
- 2) No Permanent Works shall be carried out until all methods and materials have been approved by the Engineer in charge.
- 3) Unless noted otherwise in the Contract, all components and materials shall be handled, transported and stored, in accordance with the manufacturer's recommendations with prior approval of Engineer.
- 4) The test results of each test to be carried out as per Employer's requirement shall be recorded and submitted in a format approved by the Engineer and shall include graphical presentation of results as well as numerical base data wherever required.
- 5) All drawings, records, reports, documents, perform etc. shall be submitted in both hard copy and electronic copy.

7.2 Work and Workmanship Guarantee Compliance of entire Provisions is obligatory to Contactor

7.3 SURVEY INSTRUMENTS

7.3.1 Survey instruments used and the methodology adopted shall be appropriate to the intended measurement task and accuracy specifications. Test measurements and instrument calibration shall be carried under local field conditions.

7.3.2 It is essential that before starting any initial surveys and at frequent intervals all measuring equipment should be tested for their accuracy.

7.3.3 All instruments deployed in the Contract shall be in good condition and properly calibrated.

7.3.4 Calibration certificates and/or statements of services by local authorized instrument agents of not more than six months shall be the proof that the instruments are in good service conditions.

7.3.5 notwithstanding the above, instruments shall again be checked to ensure good condition before the Contractor proceeds to carry out a critical survey task. Any error causing superfluous work will have to be rectified by the contractor at his own cost.

7.4 MATERIAL AT SITE - RECORDS

The stock and consumption register of cement shall be maintained by the contractor for incoming and outgoing entries date wise regardless of the mode of issue/procurement of cement. The stock of cement brought by the contractor at site (Contractor's own supply as per contract) shall be verified by Consultant/Owner with respect to physical receipt, original vouchers, brand and quality etc. and entered into

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the stock register. Total daily issued cement shall be recorded. The format for the cement register shall be as per Annexure___. Cement shall be kept in safe custody by contractor under lock and key at site in cement godown, which shall be checked periodically by consultant/Owner.

Stock register for receipt of steel (reinforcement bars/structural steel) shall be maintained section wise by the contractor and verified by Consultant/Owner periodically.

The contractor shall submit the record of materials to KRIL/Consultant along with each RA bill and final bill.

The cement and steel arranged by contractor can be got tested as per direction/instruction of Consultant/Owner at the cost of contractor at approved laboratory.

SECTION-V

NAME OF WORK:- FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL AT MODINAGAR.

S. No.	Description	Unit	Qty	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	Cum	7.00		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	7.00		
3	Structural steel work in single section of equal angle section of ISA 75 x 75 x 8, fixed with hole fast, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	MT	1.85		
4	Supplying and fixing of barbed wire weighing 9.38 kg per 100 meters (minimum), between the two posts fitted and fixed with G.I. staples or G.I. binding wire tied to 6 mm bar nibs fixed while casting the post (Payment to be made per meter cost of total length of barbed wire used). Note:- Fixing nine barbed wires in horizontal and four is in diagonal shape.	Rmt	2548.00		
		Total (Excluding GST)			
				GST Amount	
				Total Including GST	

TENDER LETTER
(On Bidders Letter Head)

To:

M/S KRIBHCO INFRASTRUCTURE LIMITED.
5th Floor, KRIBHCO BHAWAN,
A-10, Sector – 1, Noida – 201301,
Gautam Budh Nagar (U.P)

Sub: FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL AT MODINAGAR OF KRIBHCO INFRASTRUCTURE LIMITED

Dear Sirs,

Having examined the Tender Documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, technical specifications and additional technical specifications, Drawings, Time Schedule, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of KRIBHCO INFRASTRUCTURE LIMITED, relative to the work tendered for in connection with the Project, and having conducted a thorough study of the job, site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment, availability of land for temporary office accommodation, all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of works, I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Conditions of and signed and accepted by me/us the essence of the Work Order. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion of work in all respects according to the schedule, I/We shall pay penalty to the KRIBHCO INFRASTRUCTURE LIMITED as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Work Order with all correction slips upto date and amendments, corrigendum annexed, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works according to the specifications for materials and works of the Northern Railway/MOST/CPWD Special conditions. In the case of acceptance of tender, I/We bind myself/ourselves to execute the Work Order documents within 15 days after notice that the Work Order has been awarded to me/us and to commence the work within seven days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to **Rs. 5,000/- (Rupees Five Thousand only)** only lodged with the KRIBHCO INFRASTRUCTURE LTD.

I/We also undertake to carry out the work in accordance with the said plan, specifications and tender documents as stated in the above Para and to bind and provide such of the materials (other than those to be supplied by the KRIBHCO INFRASTRUCTURE LIMITED), and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of Work Order.

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I/We have annexed contained in a cover super-scribed with Name of Work and Tender No.

To this tender, all the documents listed under Para 2.1 & 3.0 of Section – 1 including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any of above particulars, the same may be construed to be a misrepresentation, entitling KRIBHCO INFRASTRUCTURE LIMITED to cancel any resultant Work Order.

We confirm the unconditional acceptance of all the terms and conditions of the ITB and its Annexure. We agree to the Warranty Period/ defect liability period as per bid documents.

If our bid is accepted, we will obtain the Guarantee of a bank in a sum equivalent to 5 % percent of the total Order Value for the due performance of the Work Order/ letter of award , in the form prescribed by the Owner.

We agree to abide by this bid for a period of 90 days from the date fixed for price bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period until an unconditional acceptance of Work Order, shall be binding on us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Work Order, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to execution of Work Order if order is placed on us, are listed below:

Name and address of agent	Amount in Rupees	Purpose of Commission or Gratuity

(Note: If none, state none)

We understand that as per Instruction to Bidders, Owner has the right to accept or reject any or all bids.

1. Presently applicable rates of excise duty, Sales Tax/VAT, or any other applicable taxes & duties should be clearly indicated.
2. In case of discrepancy between unit price and total price, the unit price will prevail.

I/We confirm having deposited earnest money of **Rs. 5,000/- (Rupees Five Thousand only)** by demand draft/ No. _____

Dated: ____ - ____ - drawn on KRIBHCO INFRASTRUCTURE LIMITED.,
Bank _____
Branch _____ attached hereto.

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I/we also have annexed to this tender cover super-scribed Name of work and Tender No.
-----, Financial Bid containing original schedule of quantities duly
filled in

With the rates both in figures and words and I/We undertake that Financial Bid does not
contain any

Techno-Commercial condition and I/we understand that should such conditions appear in
our Financial Bid, our tender is subject to rejection.

SIGNATURE (S) OF THE TENDERER

Name & Designation of authorized person (s)

Signing the tender on behalf of the tenderer (s)

(Power of attorney to be also enclosed)

FORMAT FOR BANK ACCOUNT DETAILS
(For EFT payment)

(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

To,

KRIBHCO INFRASTRUCTURE LIMITED.
5th Floor, KRIBHCO BHAWAN,
A-10, Sector – 1, Noida – 201301,
Gautam Budh Nagar (U.P)

Sir,

With reference to Tender No. _____ dated _____ we are interested to receive payment through Electronics Clearing System (ECS) for which we submit our Bank Account details for your further necessary action:

- 1 Name of Bank
- 2 Branch
- 3 Address
- 4 Title of Account
- 5 Account No
- 6 Type of Account
- 7 IFCS Code
- 8 Branch MICR No
- 9 Email Address
- 10 Mobile Number

Signature of the Contractor

With seal

Date:

Place:

FORMAT FOR PERFORMANCE BANK GUARANTEE

Note: To be executed on a non-judicial Paper of appropriate value.

Ref.No. _____

THIS GUARANTEE made on this _____ day of _____ (month) _____ 2017
on _____ Bank _____ (address)

(Hereinafter called the Bank) which expression shall unless repugnant to the context or contrary to the meaning thereof included its successors on one part and KRIBHCO INFRASTRUCTURE LIMITED having its Corporate Office at KRIBHCO BHAWAN, A-10, SECTOR-1 NOIDA-201301, UTTAR PRADESH, INDIA (hereinafter called the Owner which expression shall include the successors and assignee), on the other part.

WHEREAS the Owner has placed a Work Order with _____ (hereinafter called the Contractor) having its Registered office at _____ for FENCING WORK WITH ANGLE IRON POST AND BARBED WIRE FOR ITS TERMINAL AT MODINAGAR OF KRIBHCO INFRASTRUCTURE LIMITED at total cost of Rs. _____ (Rupees/USD _____ Only)

WHEREAS it is one of the terms of the said Work Order is that the Contractor shall furnish to the Owner a Guarantee of a Bank which shall be for 5% of the total Order Value and shall be valid for the entire period of supply and the entire period of defect liability in respect of the said supplies.

WHEREAS the Bank has, at the request of the Contractor, agreed to give in favor of the Owner a Guarantee in manner hereinafter appearing, which the owner has agreed to accept.

THIS DEED WITNESSETH as follows:

1.0 In pursuance of the said agreement and in consideration of the promises, the Bank hereby guarantee to the Owner due observance and fulfillment by the Contractor of the terms of the said Work Order relating to the said work and of the performance warranty which is a part of the said Work Order and agrees and undertakes that if the Contractor fails to observe and fulfill the said terms of the said Work Order and/or the performance warranty, then the Bank shall immediately pay to the Owner on demand such sum or, sums of money to the extent of Rs. _____ (Rupees _____ only) being 5 % of the value of the said Work Order on account of losses and damages suffered by the Owner as may be claimed by the Owner by reason of such non-observance and non-fulfillment by the Contractor as aforesaid and shall also indemnify the Owner against all losses and damages suffered by the Owner as aforesaid and against all costs, in connection herewith and against all costs, charges, expenses which may be incurred by the Owner in connection herewith.

The Bank shall pay the said amount without demur or protest or without recourse to the Contractor. Any such demand placed on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2.0 This guarantee is a continuing guarantee and not revocable except with the previous written consent of the owner and save as aforesaid it will continue in

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force until the Contractor has maintained the schedule of delivery of the said work under the said Work Order and observed and fulfilled the said performance warranty and all other terms and conditions of the said Work Order. The guarantee is valid up to _____

- 3.0 The Owner may, without affecting Bank's liabilities and obligations hereunder, grant time or other indulgence to or compound with the Contractor or enter into any agreement or agree to forbear to enforce any of the terms and conditions of the said Work Order against the Contractor or agree to vary any of the terms and conditions of the said Work Order.
- 4.0 This guarantee shall not be affected by any change in the constitutions of the Owner by absorption with any other body or corporation or otherwise and this guarantee will be available /or enforceable by such body or corporation.
- 5.0 All compositions and payments received by the Owner from or on behalf of the Contractor shall be regarded as payments is gross and in the event of the Contractor being wound up, the Owner will be entitled to prove against the properties of the Contractor in respect of the whole of the Contractor's indebtedness to the to the Owner, without any right on the part of the Bank to stand in the Owner's place in respect of or to claim the benefits of such composition and payment or any security held by the Owner until the owner shall have received the full amount of the claims against the Contractor.
- 6.0 In order to give effect to this guarantee the Owner will be entitled to act as if the Bank were the Principal debtor and the Bank hereby waives all and any of its rights of surety ship.
- 7.0 This guarantee shall continue to be in force notwithstanding the discharge of the Contractor by operation of law and shall cease only on payment of the full amount by the Bank to the Owner of the amount hereby secured and on the claim of the Owner against the Contractor in respect of the said contract being satisfied. However, the guarantee is valid up to _____.
- 8.0 This guarantee shall be in addition to and not in substitution for any other guarantee or security for the Contractor given or to be given to the Owner in respect of the said Work Order by the Bank (whether alone or jointly with others).
- 9.0 Unless demand or claim under the guarantee is made within three months from the date of expiry of this guarantee, all the rights of the Owner hereunder shall be forfeited and the Bank shall be relieved and discharged of all liabilities hereunder.
- 10.0 These presents shall be governed by and construed in accordance with Indian law.
- 11.0 Subject to clause 2 hereof this guarantee remain enforce for completion period of i.e. up to _____.
- 12.0 Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an Officer of the Owner that the envelope was so posted shall be conclusive

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13.0 Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it will remain in force till _____ unless a claim or demand in writing is made with us under this guarantee on or before _____ all your rights under the said guarantee shall be forfeited and we shall be relieved of liabilities thereunder.

14.0 The Bank declares that it has the power to issue the guarantee under Regulations 1959 and the undersigned has full powers to do so on behalf of the Bank.

Signature of the issuing authority with seal

Corporate Seal For _____ Bank

APPLICATION FORM

Bidders to submit documents in support to demonstrate their qualification of Eligibility Criteria in ENVELOP 2 as per clause of this ITB)

Note: Please fill up this Application Form neatly and legibly and copy of documents attached must be legible.

(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)

1	NAME AND ADDRESS OF THE CONTRACTOR:				
	A	Regd Office Address:	Phone No	Fax No	Email ID
	B	Works at	Phone No.	Fax No	
	C	Name of Owner(s): Proprietors & all Directors: Partners with full address.			
	D	Details about the organization set up Private/Proprietary ship/Public Ltd. /Partnership. Also arrange to provide List of Key person with qualification and experience.			
	E	(Memorandum & Articles of Association in case of Companies and Partnership Deed in case of Partnership Firms, Bye-Laws in the case of Co-operative Society is required to be submitted)			
2.	Statutory Registration Details (Copy to be attached issued from the concerned authorities)				
	(a) Central Sales Tax	Regd No.	Date	Validity date	
	(b) GSTN				
	(c) PAN				
	(d) ESIC				
	(e)				
	(f)				
	(g)				
	(h)				

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	(i) P.F.			
	(j) Labor Registration			
3.	List of similar works done in last Three years indicating value of each work with copies of work order(s) showing minimum Rs. ___ Crore of value of work. Copy of Performance Certificate(s) is also required to be attached. The Applicant should have carried out similar work as per the Tender.			
	Client's Name and Location	Contract Value (Rs.)	Completion Time (Execution Period)	
3.1				
3.2				
3.3				
Total Contract Value				
4.	List of on going Works/Contracts. Please furnish details as under.			
	Client's Name and Location	Contract Value (Rs.)	Expected -Completion Time	
4.1				
4.2				
4.3				
Total Contract Value				
Financial Status				
Income Tax Return – Last 3 Years –Contractor to Submit the ITR as applicable for the all year				
	Year	Income (in Rs)		

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	2014-15	
	2015-16	
	2016-17	
	Turnover –last three years (Contractor to submit Chartered Accountant’s certificate or other such authentic document , duly supported with balance sheets copy relevant pages)	
	Year	Amount (Rs)
	2014-15	
	2015-16	
	2016-17	
	Undertaking as per Bid --Signed and stamped ITB on each pages by authorized person	
	-Annexure-6.1	
	Any other Specific Information Contractor would like to mention to demonstrate their capability	

Note: Please arrange to maintain the same seriatim of the format while submitting the Application

Name & Designation of Authorized Signatory

Date:

No. of attachments –Total- 03