

**NAME OF TENDER: SUPPLY OF CONSTRUCTION EQUIPMENTS
/MACHINARIES TO CBNK PRODUCTION UNIT AT
CHIKKABALLAPUR.**

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Details of Construction Equipments/Machinaries. 01

1) Designer Tiles/Pavers/Kerbs manufacturing Vibro forming tables with 3HP Motors :- 02 Nos

Specifications:-

Production capacity = 2000sqft/8 hours shift appropriately

Power = 6.00HP

vibrating table size = 3HP Motor/table x 2 tables

movement of PVC mould in vibration table = Due to vibration with manual intervention

Dimension lxhxb = 7860x925x1050mm

Total Weight = 600kgs x 2 (approx)

2) colour mixer with manual hydraulic arm lift with 3HP Motor = 01No

Specifications :-

Circular pan mixer with proper hard faced scrappers

Capacity :- 100kg/batch

Power (motor) :- 3HP

Material charges :- Manual or Conveyors

Discharges :- Bottom Door opening (manual)

Mixing :- By heavy hard faced scrappers

3) Concrete mixer machine without hopper = 01 No

Specifications :-

capacity :- Unmixed - 10cft (280hrs)

Mixed - 7cft (200hrs)

Dimension:- Length without toe bar = 105" (2.67mtr)

Height = 92" (2.34Mtr)

Width = 90" (2.29Mtr)

Power = 5HP Electric Motor

Chassis = All Steel based

Drum Speed = 20RPM

Wheels = Tyre (4 Nos)

Weight = 100kgs approximate with Prime mover

4) Diesel Plate Vibrator/Compactor = 01 No

Specification:-

Compaction capacity = 3-4tonnes

Centrifugal force = 1300kg
 Frequency of vibration = 50HZ (Max)
 Gradient = 25% (Max)
 Compacting Plate Size = 500x600x16mm
 Direction of Travel = Forward
 Weight = 180kgs(approximately)
 Prime Mover = 5HP Air Cool Diesel Engine

5) PVC Moulds for Paver blocks = 500Nos

Specifications:-

- 1) Shape = I Shape
 Area = 0.48sqft/mould
 Weight = 1.250kgs (approximately)
 Blocks /sft = 2.08
 Thickness/height = 60mm
 Texture = ant/step
- 2) Shape = RP.3 ZIGZAG Shape
 Area = 0.34sft
 Weight = 1.320kgs
 Blocks/sft = 288
 Thickness/height = 60mm
 texture = ant/stone
- 3) Shape = RP.10 (T.T. Bat Shape)
 Area = 0.97sft
 Weight = 2.150kgs
 Blocks/sft = 1.023
 Thickness/height = 60mm
 Texture = ant
- 4) PVC Moulds for Kerb Stones
 (LxHxT)
 Size = 300x300x100mm = 100No's
 Shape = Round/Champered
 (LxHxT)
 300x450x100mm = 100No's
 Shape = Round/Champered

II. General Instructions to Tenders

NAME OF WORK:- SUPPLY OF CONSTRUCTION EQUIPMENTS/ MACHINARIES TO CBNK PRODUCTION UNIT AT CHIKKABALLAPUR

The Tenderer shall quote the “Unit rates” both in figures and in words.

1. The quantities mentioned in the schedule are approximate and are inserted for guidance only.
2. The “Unit rates” quoted in the schedule shall be deemed to include for loading and unloading the material, with all taxes GST applicable etc., complete for Destination. Rates shall be quoted both in figures and words.
3. All the materials ordered are to be supplied as indicated in notification to the Production unit, Nirmithi Kendra at Chikkaballapur dist.,
4. The description of the items mentioned in the “schedule (Bill of Quantities) shall” be read in conjunction specification and other documents forming a part of this contract.
5. The Tenderer shall pay EMD Amount as stipulated in DD. In favor of Project Manager, Nirmithi Kendra, Chikkaballapur
6. The contract period is Fifteen days from the date of letter of supply order is purchase as stipulated in the tender document.
7. Sealed 2 cover system one technical bid & another one financial bid covers to be submitted separately .
8. At any circumstances advance payment will not be given.
9. The Tenderer shall have logistic arrangements for supply and conveyance from company stock yard to NK sites. Relevant documents of logistic arrangement of vehicle like, deed for joint venture/agreement with the transport company making supply or RC-books copies of transport vehicles for owner ship/lease/hypothecation of the firm are a part of this contract.

III. TERMS AND CONDITIONS

ELIGIBLE TENDERERS:

1. Tendering process will be on Manual Tendering.
2. Each Tenderer should indicate clearly in his tender his place of residence and postal address. The delivery of the posts from NK by registered post/E-Procurement process shall be deemed sufficient proof for his service of the communications.
3. Each Tenderer shall pay the earnest money as notified in the stipulated form in DD. Any tender not accompanied with the required amount of EMD will be rejected. The earnest money of the unsuccessful/rejected tender or a week after the agreement on concluded rates whichever is earlier. The earnest money deposit in the form stipulated shall not bear any interest.

The accepted Tenderer shall attend office of Nirmithi Kendra Chikkaballapur within 7 days from the date of receipt of letter of acceptance, successful Tenderer shall deliver to the NK a security deposit in any given form of Demand Draft from the nationalized/Scheduled bank in favour of Project Manager NK has to be submitted along with the agreement on a stamp paper of Rs.200.00

- a) Tenderer shall submit EMD Amount as notified shall be paid through online as stipulated in e-portal.
4. The rates of constructional machineries to be quoted with one year maintenance.
5. The EMD amount of Rs.25,000/- will be refunded after guaranty period of one year for the successful bidder.
6. The Tenderers shall submit the details of Annual Turnover in any two years of last There Financial Years in the form of Balance sheet signed by Chartered Accountant.
7. Failure on part of the successful Tenderer to execute the contract agreement shall automatically empower the NK to forfeit the Earnest money deposit. In addition, the Tenderer will also be responsible for extra expenditure incurred by the Nirmithi Kendra due to conclusion of fresh contract.
8. The Project Manager reserves the right to accept or reject any or all tenders without assigning any reason. The Project Manager doesn't bind himself to accept the lowest or any tender & reserve the right to accept a tender in whole or in part or item wise as he may decide.
9. The submission of the tender by a Tenderer implies that he has read all these notices and conditions of supplies and he is aware of specifications of supply to be done and the availability of quantities of materials required.
The tender if not submitted in the prescribed form in time will be rejected. Tender which propose any alteration in the materials specifications of the said form in the time allowed for carrying out the supply or containing other conditions of any sort will be void and be rejected.
10. The Tenderer shall pay compensation to the workmen working under him for any injury caused during the execution of the supplies as per workman's compensation act

in force failing which, the amount will be deducted from competent authority. The Tenderer shall pay the sales tax and all other usual taxes levied by Central or State Government. No application for assistance to get quota of raw materials will be entertained by Nirmithi Kendra. Tenderers should make their own arrangements to secure the same to supply the goods in time and failure to do will be at the risk and cost of the suppliers.

11. The Tenderer should furnish manufacturers license/registration certificate in respect latest amendments, to be supplied by them.
12. The Tenderer will not be considered, if the following requisites are not fulfilled.
 - a. If the tender is not accompanied by the requisite earnest money deposit in acceptable form.
 - b. If the rates are not filled up both in figures and words.
 - c. If the tender is conditional.
 - d. If the entire information are not submitted and the tender is incomplete.
 - e. If the submitted tender documents is not attested by appropriate authority.
13. If the tender is not substantially responsive, it will be rejected by the Project Manager Nirmithi Kendra, Chikkaballapura and may not be subsequently made responsive by corrections or withdrawal of the conforming deviation or reservation.
14. The delivered consignment will be got checked by the consignee and in case of any supply difference will be borne by the Tenderer. Rate shall be quoted for supply to Nirmithi Kendra, Chikkaballapura as in schedule and shall include all taxes, excise, duty etc., handling charges, unloading, charges including transit insurance the quantity as received at the destination will only be considered for purpose of payment.
15. **GST & OTHER DUTIES:-**

All charges on account of GST other duties on supplies or on materials obtained there for, from any source (excluding materials provided by Nirmithi Kendra on repayment) shall be borne by the Tenderer.
16. **ROYALTIES:-**

The Contractor shall bear all royalties which he will be required to be paid to the Government or other Organization and no payment of this account will be reimbursed to the Tenderer.
17. **TRANSPORT:-**

The Tenderer shall as his own expenses supply all transport required for execution of Contract.
18. The payment will be made after the supply of the material against each individual supply orders/indent and duly approved.
19. The final bill and certificate of acceptance of material shall be sent in triplicate to the Consignee along with test certificate, who will make arrangement for payment.
20. **INSPECTION AND REJECTION OF SUPPLIES:-** NK Engineers concerned with the contract shall have power any time to inspect and examine any of the supplies intended to be used in the execution of the contract, either at the place, or places of

delivery or at any factory or workshop or other place where such supplies are being manufactured, or at any place where the same are lying or from which they are being obtained and the Tenderer shall give such facilities as may be required to be given for such inspection and examination.

The Production manager in-charge shall be entitled to have tests made of any of the supplies delivered by the Tenderer who shall provide at his own expense all facilities which the Production Manager-in-charge an independent expert is employed to make any such tests, his charges shall be borne by the Tenderer only if the tests disclosed that the said supplies are not in accordance with the provision of the contract.

21. **PRECAUTIONS AGAINST RISKS:-**The Tenderer shall be responsible, at his expense, for precautions to prevent loss or damage from any and all risks and for all necessary protection, provision of coverings, etc., required for the purpose until the supplies are delivered complete to the Engineer-in-Charge and shall make good loss or damage there to howsoever occasioned occurring at any time prior to such delivery.

If the Production Manager under the provisions of condition hereof, rejects any of the supplies delivered under the contract and the contractor fails to remove them or any of them, within the time specified for such removal then, without prejudice to the provisions of the aforesaid condition, the supplies so rejected shall henceforth be at the risk in all respects of the contractor and he shall have no claim against NK in respect of the any loss or damage thereto from whatsoever cause arising.

22. **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-** The Project Manager whose decision shall be final and conclusive, shall, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NK cancel the contract in any of the following cases and the Tenderer shall be subject to payment of any loss or damage resulting from any such cancellation to the like extent as is provided in the case of cancellation for default:-

23. **Variation of Prices of Materials Incorporated in the Supplies Consequent on an Act of Legislature:-** Price of any material ordered is increased by an Act of Legislature, being other than a Sales Tax, and the contractor shall there upon necessarily and properly pay in respect of that material(Incorporated in the Supplies) a price which is in excess of the price of that material as prevailing on the date of acceptance of tender, or if the price of any material incorporated in the supplies as prevailing on the date of acceptance of Tender is similarly reduced, the contract price shall accordingly be varied.

The Tenderer shall for the purpose of this condition, keeps such books of accounts and other documents as are necessary to show the amount of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorized representative of NK and further shall, at the request of the Project Manager furnish verified in such a manner as the Project Manager may require, any documents so kept and such other information as the PM may require.

The Tenderer shall within a reasonable time of his becoming aware of any alteration in the prices of any such material, given notice pursuant to this condition together with all information relating thereto which he may be in position to supply.

24. For orders placed within the currency period (Validity period), the rates will hold good, even though supplies may be made later. The Project Manager, NK Chikkaballapura, may agree to renew the currency of the approved rate's for a further period on mutually agreeable basis.
25. For any dispute the decision of the Project Manager NK Chikkaballapura shall be final and binding.
26. The validity of tender shall be for a period of 15 days from purchase order/supply order.
27. Supply ordered/indent by the consignee shall be completed within 15 days from the date of issue of supply order/indent. In case of delay in supply beyond 30days, penalty of one (1%) percent of the cost of the consignment for every week of delay in respect, of each consignment subject to a maximum of 10% will be recovered from defaulting supplier.
28. **DEVIATION:-** The Tenderer shall not make any alterations in, addition to or omission from the supplies as described in the tender documents/works orders except in pursuance of the written instructions of the Project Manager.
 "The accepting officer may vary the quantities given in the contract as under:-
 a) In the case of contracts for supply of materials the quantities may be varied to any extent at the discretion of the Project Manager provided the total value of the supplies in the contract does not vary by more than 25%(plus or Minus)
29. Earnest Money deposit shall be made in the form stipulated in DD. Earnest money deposit of successful tenders will be refunded within one month of letter of acceptance or a week after agreement on concluded rates whichever is earlier.
30. The tender shall ensure that total turnover details of the firm/company as per balance sheet. (Annual Report) in the last three years are furnished along with the tender.
31. The Tenderer will have no claim in respect of any drastic reduction or increase in the quantities. Due to unavoidable circumstance subject to limit specified in schedule of bill of quantities and no claims what so ever will be entertained.
32. All disputes pertaining to the contract will be referred to an officer to be appointed by the Project Manager NK Chikkaballapur not below the rank of Superintendent Engineer of the NK whose decision shall be final and binding on both the parties.
33. The billing shall be as per GST for supply of machineries

Then in any such case the Accepting officer may make fair and reasonable extension in the completion dates of individual items of supplies or groups of items of supplies of which separate periods of completion are mentioned in the supply orders/indent.

Upon the happening of any such event causing delay the Tenderer shall immediately give notice thereof in writing to Project Manager, but shall nevertheless use constantly his

best endeavor to prevent or made good the delay and shall do all that may reasonable be required to the satisfaction of the Project Manager to proceed with the delivery of the supplies.

Extension of the time as approved by the accepting officer shall be communicated to the Tenderer by PM in writing and shall be final and binding except in the case of contracts accepted by the PM when in the even of the Tenderer not agreeing to the extension granted PM, whose decision shall be final and binding.

No claim in respect of compensation or otherwise arising as a result of these extensions shall be admitted.

- Sd-
Project Manager,
Nirmithi Kendra,
Chikkaballapur.

I have ready fully, understand the implications of all the clauses under the above terms and conditions and I am agreeable to take up this work abiding to the above terms and conditions.

SIGNATURE OF THE TENDERER/SUPPLIER

IV.CONTRACT FORM

1. Name of work Identification No :- i) Supply of Equipments/macheries to NK
Website:-<http://www.chikkaballapur.nic.in>
ii) No:- CBNK/Equipments& machinery/TND/
48 /2019-20 Date:-13.05.2019.
2. Accepting Officer :- Project Manager.
3. Address :- Chikkaballapur District Nirmithi Kendra,(CBNK)
Near Sulalappa Temple, Old RTO office Road,
Industrial Area, Kandavara, Chikkaballapura-
562101.
4. Earnest Money Deposit :- As stipulated in Tender.
5. Security Deposit :- Five percent(5%) of the value of the Accepted
sum notified by the Accepting officer in form
of Demand Draft from the Nationalized /
Schedule Bank.
6. Engineer in Charge :- Production Manager NK of Concern Production
Unit.
7. Validity Period of Bid :- 07 days from the date of opening.
8. Period of supply :- The supply shall be delivered within 15 days
From the date of supply order / indent unless
Otherwise stipulated in the supply order /
Indent.
9. Penalty for delay in supplies :- 1% of the value of supply order Maximum
of 10%
10. Defect Liability period :- 07 days from the date of completion for
individual supply order / indent.
11. Place of Delivery NK Chikkaballapur :- The supply shall made at the works place ,
Projects as specified in the supply orders.
12. Agreement :- Agreement has to be executed by the
successful Tenderer within 07 days from
the letter of acceptance.

In witness whereof the parties here into set their respective hands and signed on
_____ the day of _____ 2019
Signed seen and delivered

TENDERER/SUPPLIER

ACCEPTING OFFICER
(Project Manager),
Dist., Nirmithi Kendra
Chikkaballapur)

V. AGREEMENT

Agreement made at Chikkaballapur on this ___ day of _____2019 between the **PROJECT MANAGER CHIKKABALLAPURA DISTRICT NIRMITHI KENDRA (CBNK)** Near Sulalappa Temple, Old RTO office Road, Industrial Area, Kandavara, Chikkaballapura-562101 hereinafter called **“the Department”** _____ here in after called **“ the Tenderer”**

This agreement is made in accordance with the offer of the work vide this letter/ Tender No. _____ containing and acceptance letter No. _____ Dated _____ issued by the PMCBNK.

Whereas, the Tenderer has agreed to supply of Construction Equipments/Macheneries Chikkaballapur Dist., NK for destination as per the tender term and condition stated below.

In matters of dispute regarding the supply of materials being in conformity with the approved quality or the performance of the terms, the decision of the Project Manager, CBNK shall be final and binding.

Payments shall be made by the Project Manager, CBNK in the form of A/c Payee Cheque only.

The Rates mentioned are inclusive of all taxes GST applicable other duties and handling charges loading & unloading charges for destination as specified and indicated in the tender.

All other terms and conditions of the Contract agreement No.CBNK/2019-20 / KAB____ remains unchanged.

The supply orders/indent will be placed by the concerned Project Manager, CBNK to the contract requirements.

The following documents shall be deemed to form and be read and construed as Part of the agreement viz.,

1. Agreement
2. Terms and conditions.
3. Letter of Acceptance.
4. Any other letter forming part of this contract.

In witness whereof the parties hereunto set their respective hands and signed on _____ the day of _____ 2019.

Signed seen and delivered.

TENDERER/SUPPLIER

NAME AND ADDRESS.

ADDRESS WITNESS

1. _____

2. _____

The above agreement is hereby accepted by me.

ACCEPTING OFFICER.

(Project Manager,
Dist., Nirmithi Kendra
Chikkaballapur)