

Tel दूरभाष : EPABX LINES - (0821) - 2582905  
2582915, 2582925  
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Fax फैक्स : (0821) - 2582099  
e-mail ई-मेल : mysorepress@brbnmpl.co.in  
Website वी-सैट : www.brbnmpl.co.in



ISO 9001 - 2008,  
ISO 14001-2004  
COMPANY

भारतीय रिज़र्व बैंक  
नोट मुद्रण (प्रा.) लिमिटेड

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

**BHARATIYA RESERVE BANK  
NOTE MUDRAN (P) LIMITED**

(Wholly owned subsidiary of Reserve Bank of India)  
NOTE MUDRAN NAGAR, MYSORE - 570 003.

**Security Classification: Non Security Items**

## **EXPRESS TENDER**

**Tender Document for Construction of Scrap Yard at BRBNMPL, Mysuru**

**Tender No:106/MYS/CIVIL/2016-17**

This tender document contains: 46 pages

The tender document is sold to:

M/s. \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Details of Contact person in BRBNMPL regarding this tender:

Name : Shri Pradip Kumar  
Designation:-AGM  
Address: BRBNMPL, Note Mudran Nagar, Mysuru  
Phone: 0821-2469008 /2469029  
Fax : 0821-2582099

Email: [pradipkumar@brbnmpl.co.in](mailto:pradipkumar@brbnmpl.co.in)

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

Address for Correspondences:

The General Manager  
BRBNMPL, Note Mudran Nagar,  
Mysuru-570003

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

<b>Tender Clause / Section Reference</b>	<b>Tender Clause Description</b>	<b>Remarks</b>
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specification	Enclosed
Section VIII	Quality Control Requirements /Compliance Statement by Tenderer	Enclosed
Section IX	Qualification/Eligibility Criteria	Enclosed
Section X	Tender form	Enclosed
Section XI	Price Schedule (Price Bid)	Enclosed
Section XII	Questionnaire /Checklist	Enclosed
Section XIII	Bank Guarantee Form for EMD	<i>Not Applicable to this tender.</i> In place of BG, Required DD is to be submitted for EMD as mentioned in section-I (Notice for Inviting Tender-NIT)
Section XIV	Manufacturer's Authorization Form	<i>Not applicable to this tender</i>
Section XV	Bank Guarantee Form for Performance Security / SD	Enclosed
Section XVI	Contract Form	Enclosed
Section XVII	Letter of Authority for attending a Bid Opening	Enclosed
Section XVIII	Shipping arrangement for liner cargo-	<i>Not applicable to this tender</i>
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Financial Turnover for last 03 years certified by CA	Enclosed
Section XXI	Pre contract Integrity Pact	Enclosed

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## **SECTION- I: NOTICE FOR INVITING TENDER (NIT)**

BNM No. / (M) 19.50.28/2016-17

January 13, 2017

M/s

**TENDER NO: 106/MYS/CIVIL/2016-17**

**Sub: Tender Document for Construction of Scrap Yard at BRBNMPL, Mysuru**

Dear Sir/Madam,

Sealed tenders in THREE parts (Part-I Pre-qualification Bid, Part-II - Technical and Part-III Commercial (Price) bid) are invited for the “**Construction of Scrap Yard at BRBNMPL, Mysuru**”.

<b>Schedule No.</b>	<b>Brief Description of Goods / Services</b>	<b>Quantity (with unit)</b>	<b>Earnest Money Deposit</b>	<b>Remarks</b>
1	<b>Construction of Scrap Yard at BRBNMPL, Mysuru</b> As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI.	As per BOQ	₹ 5,00,000 /- (Rupees Five Lakhs Only)	Estimate Value: ₹ 2,65,65,000 /- (Rupees Two Crores Sixty Five Lakhs Sixty Five Thousand Only)

SALIENT FEATURES OF TENDER FORM

Sl. No.	Description	Details
1	Tender No.	<b>TENDER NO: 106/MYS/CIVIL/2016-17</b>
2	Tender Date	<b>January 13, 2017</b>
3	Name of the Work	<b>Construction of Scrap Yard at BRBNMPL, Mysuru</b>
4	Estimated Value	<b>₹ 2,65,65,000/-</b> (Rupees Two Crores Sixty Five Lakhs Sixty Five Thousand Only)
5	Earnest Money deposit	<b>₹ 5,00,000/-</b> (Rupees Five Lakhs Only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru
6	Cost of Tender Form	<b>₹ 500/-</b> (Rupees Five Hundred Only.) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru
7	Last date of sale of tender forms	One day before the date of submission and closing up to 14.00 Hrs. (Incase holiday falls on that day, it shall be last working day).
8	Last date of submission/ closing of the tenders	<b>14.30 hrs. on January 25, 2017</b>
9	Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Shri. Pradip Kumar, AGM (Civil Maint.)
10	Date of opening of Technical bid	<b>15.00 hrs. on January 25, 2017</b>
11	Date of opening of price bid	Shall be communicated to the eligible bidders.
12	Validity of tender	120 days from the date of opening of the tender, which can be further extended for another 30 days.
13	Date of Commencement	Within Two weeks from the date of issue of LOI/Work Order
14	Period of completion	Within 04 (Four Months) months from the date of award of work.
15	Liability compensation for delay	At the rate of 0.5% (half percent) of the incomplete contract value per week of delay, up to maximum of 10% (Ten percent) of the incomplete contract value after which the contract stands rescinded.
16	Defects Liability period	12 months from the date of work completion
17	Minimum value of work for each R/A bill	<b>₹ 40.00 Lakhs</b> (Rupees Forty Lakhs Only)
18	Performance Security deposit/Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL	Successful Bidders has to submit B.G. as performance security for 10% (Ten percent) of the tendered amount less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section: XV.
19	Release of security deposit/RM	After expiry of defects liability Period/Completion of contractual obligations including warranty obligations.
20	Period of submitting the final bill by contractor	Maximum period of two months from the date of completion.
21	Terms of contract and specifications	As per schedule.

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

For and on behalf of BRBNMPL,

(Pradip Kumar)  
Assistant General Manager

## **IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS**

1. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 Hrs. One day before the last date of submission (Incase holiday falls on that day, it shall be last working day) against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website ([www.brbnmpl.co.in](http://www.brbnmpl.co.in)) in which case the cost of the tender form in the form of DD/Pay Order/Bankers Cheque should be submitted in the envelope containing Earnest Money Deposit. The offer of the tenderers who do not submit the cost of the Tender Document downloaded from the website shall be liable to be rejected. Issuance of tender paper shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.
2. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders. However in case of any delay due to genuine reasons, the validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
3. **Tenure of Contract:** The work should be completed as per as per bill of quantities and scope of work within four (04) months from date issue of work order. Any requests for extension of time may be initiated two weeks before the scheduled completion date citing the reasons f delay.
4. **E.M.D:** An EMD of ₹ **5,00,000/-** (Rupees Five Lakhs Only) is payable in the form of Demand Draft/Banker's Cheque/Fixed Deposit drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysuru drawn from any scheduled Commercial Bank in India, payable at Mysuru. Please refer GIT Clause 18 under Section II, In case E.M.D is not submitted along with the tender (Technical bid), the offer will be liable for rejection. However, please note DGS&D / NSIC, New Delhi registered firms are exempted from submission of requisite EMD.
5. **Contract Price:**

The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion, water, electric consumption meters, double scaffolding, centering, boxing, Staging, planking, pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching, and lighting, by night as well as day including, Sundays and holidays, temporary electric supply and plumbing work, etc., as occasion shall require or when ordered to do so, charges incurred for laboratory tests of materials and specimens and arranging for field testing as per the IS provisions and as instructed by the BRBNMPL representatives, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the BRBNMPL . The rate quoted shall be deemed to be for the finished work to be measured at site.

The rate quoted shall also be firm irrespective of any variation in quantities of items given in the schedule of items.
6. **Optional Quantity/Additional Work order:** Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; contractor shall not claim any extra rate on this account.

BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates within 06 months from date of successful completion of this caption work.
7. The successful contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.
8. **Payment Terms:**
  - a. **R/A Bills:**
    - i. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per measurements submitted for certification to BRBNMPL Officer in MS excel MS sheets in standard measurements sheets. Deductions will comprise the deductions as stipulated including statutory deduction.

- ii. All progress payments made / R/A bills paid shall be regarded as payment by way of advance against final payment only and not as payment for the work completed.
  - iii. The contractors must finally complete the work strictly in accordance with the Specifications and drawings, if required, by reconstructing or rectifying faulty work.
  - iv. All R/A bills/ invoices for progress payments as well as for final payments shall be submitted in prescribed printed computerized forms supported by detailed measurement of items of work.
  - v. The minimum value of interim bill/monthly bill/progressive running account (R/A) bill shall not be less than as mentioned in the tender form.
  - vi. All payments to the Bidder shall normally be made by Account Payee Cheques/Electronics clearing facility. All Bank charges in connection with payment by way of Demand Draft on specific request to the Bidder shall be borne by the Bidder /RTGS on submission of the request by the bidder as per Finance Department requirement.
- b. Final Bill:** The final bill shall be submitted by the Bidder within 2 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after receipt of “No Claim Certificate” and the clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to the BRBNMPL.
9. Please send your competitive bidding in sealed cover super scribed as **“Tender Document for Construction of Scrap Yard at BRBNMPL, Mysuru”** against Tender Enquiry No. **106/MYS/CIVIL/2016-17** dated **January 13, 2017** to reach us on or before 14.30 hrs. on **January 25, 2017** at BRBNMPL, Mysuru with the following two separate sealed covers:
- a. The First sealed cover super scribed as Pre-qualification bid (part I) against **Tender Enquiry No. 106/MYS/CIVIL/2016-17 dated January 13, 2017** should contain all the documents in support of Qualification / Eligibility criteria (Section IX). Cost of Tender Form and EMD amount. No information regarding price should be mentioned in this part
  - b. The Second sealed cover super scribed as Technical bid (part II) against **Tender Enquiry No. 106/MYS/CIVIL/2016-17 dated January 13, 2017** should contain all the Technical details offered by the tenderer including Section VIII – Quality Control Requirements / Compliance statement by Tenderer, documents in support of Qualification / Eligibility criteria (Section IX), Section X: Tender Form, Section XII: Questionnaire, Section XIV: Manufacturer’s authorization form (if applicable), brochure and product details etc., of the item being offered. No information regarding price should be mentioned in this part
  - c. The third sealed cover super scribed as PRICE BID (part III) against **Tender Enquiry No. 106/MYS/CIVIL/2016-17 dated January 13, 2017** should contain only Section XI – Price Schedule exactly as per proforma duly filled and signed.
  - d. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
  - e. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.
10. The pre-qualification bid (part I) tenders will be opened at **15.00 hrs** on **January 25, 2017** in the presence of available tenderers or their authorized representatives. The date of opening of Technical Bid will be intimated to qualified bidders of Part – I. Subsequently vendors who have qualified in both pre-qualification and technical bid shall be intimated of the opening of the Price Bid. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

- 11. Clarification of Bidders:** For any clarification bidder may contact on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained. Our contract numbers are : **0821-2469008 /2469029.**
- 12. Withholding of Payments:** The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:
- Defective work pointed out by the Employer and not remedied by the Contractor.
  - Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers, or to nominated Sub-Contractors.
  - Damage by the Contractor to the work of other Contractors or Sub-Contractors.
  - A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
  - A reasonable doubt that the Contractor intends to leave work items incomplete.
  - Failure of the Contractor to execute the Works in conformity with the Contract Documents.
  - Failure of the Contractor to meet or keep-up with the approved Construction Program.
  - Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.
- 13. Extra Items in the works:** Any extra items that are found to be necessary during the course of work, the same shall have to be executed by the contractor with written instruction from BRBNMPL. The rates for the same shall be derived from KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates).
- 14. Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit by way of DD / BG to BRBNMPL for an amount equal to 10% of the Order Value, valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV.)
- 15. Liquidated Damages:** If the contractor fails to complete the work within the time frame (s) [completion schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the tendered price of the delayed works [value of quality for which work is delayed] for each week of delay or part thereof until actual completion, subject to a maximum deduction of 10%. [Please refer GCC Clause 24 under Section IV].
- 16. Defects Liability Period:**  
Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto or, if none stated, then within twelve months after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder , shall upon the directions in writing of the BRBNMPL , and within such reasonable time as shall be specified therein, be amended and made good by the Bidder , at his own cost and in case of default the BRBNMPL may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.
- 17.** Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
- 18.** If the tenderer is registered under DGS&D/NSIC, New Delhi they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/NSIC, New Delhi. Tenderer registered with NSIC/DGS&D are eligible for exemption of only EMD. As regarding SD, the tenderer who are registered with DGS&D /NSIC should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-part-I.



19. Copies of Certificates / Documents related to VAT/CST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-part-I.
20. **Sub-contract:** Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of Security Deposit
21. **Other Instructions:**
  - a. A tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The Rates and total amounts should be rounded off to nearest Rupees value. In case of discrepancy between the rates in words and figures the rate quoted by the tenderer in words shall be taken as correct. **The tenderer should quote for each item and not leave any item of BOQ blank or incomplete. In case any item is left blank the offer shall be summarily rejected including forfeiting of EMD.**
  - b. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.
  - c. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Asst. General Manager, Civil Maint. Contact ph. 0821-2469008 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
  - d. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
  - e. Please note that the contractors who have worked earlier with BRBNMPL, Mysuru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
  - f. Agencies those who are not empanelled with BRBNMPL, Mysuru are requested to kindly download the vendor registration form from the website and submit the same along with registration fees of ₹ 500/- before submitting the tender documents.
22. No counter conditions shall be accepted.
23. **Rights of the Company:**
  - a. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
  - b. If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to terminate the contract and forfeit the EMD / Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original contractor.
24. All terms & conditions of this NIQ shall be treated as part & parcel of the contract.
25. **Contract Agreement:** A formal agreement has to be executed between the contractor and BRBNMPL on ₹ 100/-Non-judicial stamp paper purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XVI. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the contractor shall be forfeited and BRBNMPL may initiate appropriate action as deemed fit.
26. **Indemnity :** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or

damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.

27. **Correction of Work Before Virtual Completion of Works:** The Employer, its representatives shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemised in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Employer from any money that may be payable or that may become payable to the Contractor.
28. **Termination:** If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven day's notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by him due to the Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.
29. **Resolution of Disputes / Arbitration:** If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Mysuru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us.

## **Section II: General Instructions to Tenderer (GIT)**

**For Part-I** Please refer our website [www.brbnmpl.co.in](http://www.brbnmpl.co.in), under “Downloads”

### **Part II: Additional General Instructions Applicable to Specific Types of Tenders:**

#### **1. Compliance Of Security Norms:**

- a) Bharatiya Reserve Bank Note Mudran Pvt. Limited, Mysuru is a security organization and its premises have been declared as ‘PROTECTED AREA’ by the Govt. of Karnataka. Hence the bidder shall have to abide by the prevailing security Norms. Any of the bidder’s employee/works man/labour deployed at site found by the Company as having doubtful integrity, shall be removed from the premises at the risk and cost.
- b) The bidder shall provide security provisions to check infiltration, and safeguard of the works till the complete work is handed over. Nothing, extra shall be paid to the bidder by the BRBNMPL on this account.

#### **2. Safety & Security Measures:**

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take “Workmen’s Compensation Insurance’ policy to all of his workmen engaged for the said job and copy of the same to be submitted. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during the execution of construction works against any type of personnel injury or any damage to the property, which can arise during working. Adequate safety gadgets shall be provided by the contractor to the workmen as per norms.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor’s work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his responsibility and contractual obligations.
- f) in case of loss or damage to property or injury to any person including the contractor’s labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- g) Protective gear such as safety masks/goggles/helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
- h) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BRBNMPL in this regard shall be final and binding on the contractor.
- i) The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
- j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall

conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.

- k) BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes.
- l) Contractor must ensure that the number of labours/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- m) The BRBNMPL and their respective representatives shall at all reasonable times have free access to the work or other places where materials are lying or from which they are being obtained and the Bidder shall give every facility to the BRBNMPL and their representative necessary for inspections and examination and test of the materials and workmanship. No Person, not authorized by the BRBNMPL except the representatives of public authorities, shall be allowed on the works at any time.
- n) Gate passes for all the workers shall be applied in the prescribed Gate pass Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.

Sl No	Name of Person	Father name	Age	Present Address	Permanent Address	Identification Mark	Signature of the Individual
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The following statement also has to be signed by the Contractor.

“It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of BRBNMPL and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of Director, GM, DGM and any Executive of the company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period.”

The Format may be collected for applying the Gate pass from the concerned Section:

- a. The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. This certificate or receipt of submission shall be submitted by the contractor. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the contractor.
  - b. On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
  - c. Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.
3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
  4. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
  5. The calculations made by the tenderer should be based upon probable quantities of several items of work which are furnished for the tenderer’s convenience in the schedule

of probable quantities but it must be clearly understood that the contract is not a lump sum contract.

6. The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.

### **Section III: Special Instructions to Tenderers (SIT)**

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

(Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.)

Sl. No.	GIT Clause No.	Topic	SIT Provision
1	4	Eligible Goods and Services (Origin of Goods)	No provision
2	8	Pre bid Conference	No provision
3	9	Time Limit for receiving request for clarification of Tender Documents	No provision
4	11.2	Tender Currency	No provision (INR)
5	12.1	Applicability of Octroi and Local taxes	No provision
6	14	PVC Clause & Formula	Not applicable
7	19	Tender Validity	120 day from date of opening of tender. Extension of another 30 days, if required
8	20.4	Number of Copies of Tenders to be submitted	One
9	20.9	E-Procurement	Not applicable
10	35.2	Additional Factors for Evaluation of Offers	Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied should be strictly as per given specification without counter conditions.
11	43	Parallel Contracts	Not applicable
12	50.1, 50.3	Tender For rate Contracts	Not applicable
13	51.1, 51.2	PQB Tenders	Applicable
14	52.1, 52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
15	53.4, 53.5, 53.7	EOI Tenders	Not applicable
16	54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not applicable
17	55.2, 55.3, 55.7, 55.8	Development/ Indigenization Tenders	Not applicable

#### **Section IV: General Conditions of Contract (GCC)**

Please refer our website [www.brbnmpl.co.in](http://www.brbnmpl.co.in), under “Downloads”

#### **Section V: Special Conditions of Contract (SCC)**

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

Whenever there is any conflict between the provision in the GGC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit).

Si. No	GCC Clause No.	Topic	SCC Provision
1	8.2	Packing and Marking	No Change
2	11.2	Transportation of Domestic Goods	No Change
3	12.2	Insurance	No Change
4	14.1	Incidental Services	No Change
5	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	Not applicable
6	16.2, 16.4	Warranty Clause	Not Applicable
7	19.3	Option Clause	No change
8	20.1	Price Adjustment Clause	No change
9	21.2	Taxes and Duties	No change
10	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments	No change
11	24.1	Quantum of LD	No change
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
13	33.1	Resolution of Disputes	No change
14	36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable

## **Section VI: List of Requirements as per scope of work**

- a. Scope: The Scope of work under this contract will broadly include the following: Construction of Scrap Yard at BRBNMPL, Mysuru including Civil, structural, internal and external works as called for.
- b. To execute the works mentioned in the BOQ as per the IS, CPWD and KPWD specifications (whichever applicable) and to the satisfaction of the officials from BRBNMPL.
- c. The general character and the scope of the works shall be as illustrated and defined in the Drawings, Specifications, Schedule of Quantities, and other Contract Documents. The defined scope of work shall be as set out under Special Conditions of Contract and the same are broadly described as below:
  - i. The job involves excavation for foundation footings & masonry walls in soil, soft rock.
  - ii. The contractor has to prepare the structural and shop drawings at his own cost based on the architectural drawings (Annexure – ‘A’ - 4 Sheets) and obtain the approval/consent for the same from BRBNMPL before the start of work. On approval, the contractor has to submit a set of three hard copies and one soft copy of the structural and shop drawings to BRBNMPL.
  - iii. Footing for structural columns, back filling, leveling & proper consolidation wherever required. UCR/CR masonry, plinth beam & CC 1:4:8 for bed & flooring.
  - iv. Providing steel reinforcement for RCC works including cutting, bending, binding, & placing in position etc. complete.
  - v. Providing floating coat of cement over the plastered surface for smooth finishing (Inside).
  - vi. Structural Roofing, Sheeting, Cladding, flashing with provision for gutter etc.
  - vii. Two coats of enamel metal paint over a coat of metal primer.
  - viii. Finishing works including front elevation as per architectural requirement & design.

## **Section VII: Technical Specifications**

1. General – The contractor shall furnish all tools, plants, instruments, qualified supervisory personnel, labour, materials any temporary works, consumables, any and everything necessary, whether or not such items are specifically stated herein for completion of the job in accordance with the specification requirements.

The contractor shall carry out the survey of the site before excavation and set properly all lines and establish levels for various works such as earthwork in excavation for grading, foundations, plinth filling, drains, pipelines etc. Such survey shall be carried out by taking accurate cross sections of the area perpendicular to established reference/ grid lines as determined by BRBNMPL based on ground profile. These shall be checked and thereafter properly recorded.

The excavation shall be done to correct lines and levels. This shall also include, where required, proper shoring to maintain excavations with proper safety.

The rates quoted shall also include for dumping of excavated materials in regular heaps, bunds, riprap with regular slopes as directed by BRBNMPL, within the lead specified and levelling the same so as to provide natural drainage. Rock/ soil excavated shall be stacked properly as directed by BRBNMPL.

The area to be excavated filled shall be cleared of fences, trees, plants, logs, stumps, bush, vegetation, rubbish, slush, etc. and other objectionable matter. If any roots or stumps of trees are met during excavation, they shall also be removed. The material so removed shall be burnt or disposed off as directed by BRBNMPL.
2. Mode of Measurements – Mode of measurements for all items of work shall be as per IS 1200 – Method of Measurement for Building and Civil Engineering Work.
3. Methodology Statement – The contractor shall duly submit a detailed methodology statement for the work in accordance to the materials/brands being used in the work.
4. Work To Be Carried Out By Specialized Firms/Skilled Persons:

All mandatory service installations like drainage slope other works shall be carried out by technically competent persons possessing the desirable skills to carry out their respective trade at the site, and having fulfilled the technical requirements.

5. Materials – Contractor at his own cost shall provide all the necessary tools and construction equipment for workers and other personals. This shall be functional at site till the completion of works.

The materials required for the execution of work have to be procured from reliable sources and the necessary tests have to be carried out as per the guidelines in the IS codes. However, the employer reserves the right to supply any material at site. The contractor shall be fully responsible for the safe custody including preservation and stacking of materials supplied to him by the employer for incorporation in the works.

6. Cement:

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

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

7. Concrete: All concrete shall be dense and water tight and with finish as specified. The contractor shall take great care while designing the concrete mix and executing the works to achieve the desired result.
8. Formwork: Formwork for slabs and columns shall be adequate in quantity so as to meet the proposed schedule. Multiple sets of formwork shall be kept ready if required. Exclusively new shuttering shall be procured and used for the proposed work at this site.
9. Reinforcement: All reinforcement material shall be thoroughly cleaned and cleaned with wire brush. No welding shall be permitted without prior written notice/permission from the owner.
10. Concrete Surface Finish: Concrete surfaces shall not be plastered unless shown on the drawings or directed by the owner. The concrete surfaces above ground shall be of high quality, stain free and smooth. Approved shutter/mould release agents shall be used. However, owner's approval shall not relieve the contractor of his contractual obligations and his responsibilities for ensuring and providing the finish specified or removing/rectifying defective work.
11. Structural Steel Work:
  - a. Steel Materials:
    - i. Steel materials shall comply with the IS specifications
    - ii. All materials used shall be new, unused and free from defects.
  - b. Supply of Steel: All the Structural steel and other material necessary to carry out the work will be purchased by the contractor at his own cost.
  - c. Fabrication:

All workmanship and finish shall be of the best quality and shall conform to the best approved method of fabrication. All materials shall be finished straight and shall be machined/ground smooth true and square where so specified. All holes and edges shall be free of burns. Unless otherwise directed/ approved, reference may be made to relevant IS codes for providing standard fabrication tolerance. Material at the shops shall be kept clean and protected from weather. Shop/field connections shall be as per fabrication drawings. In case of bolted connections, taper washers or flat washers or spring washers shall be used with bolts as necessary. Splices shall be designed for the full tensile strength of the minimum cross section at the splice. All bolts, nuts, washers, electrodes, screws etc. shall be supplied/ brought to site 10% in excess of the requirement in each category and size. Rates shall cover the cost of this extra quantity



- d. Straightening: All materials shall be straight and, if necessary, before being worked shall be straightened and/or flattened by pressure and shall be free from twists.
- e. High Strength Friction Grip Bolting:  
Inspection after tightening of bolts shall be carried out as stipulated in the appropriate standards depending upon the method of tightening and the type of bolt used.
- f. Welding:
  - i. Welding procedure shall be submitted to OWNER for approval. Welding shall be entrusted to only qualified and experienced welders who shall be periodically tested and graded as per IS 817, IS: 7310 (Part 1) and IS: 7318 (Part 1).
  - ii. While fabricating plated beams and built up members, all shop splices in each component part shall be made before such component part is welded to other parts of the members. Wherever weld reinforcement interferes with proper fit-up between components to be assembled for welding, these welds shall be ground flush prior to assembly.
  - iii. No welding shall be done when the surface of the members is wet nor during periods of high wind.
  - iv. The welding size, type of welds such as site or shop weld and pattern of weld shall be exactly same as shown in the fabrication drawings.
- g. Dimensions, Workmanship & Cleanliness  
Members shall be inspected at all stages of fabrication and assembly to verify that dimensions, tolerances, alignment, surface finish and painting are in accordance with the requirements shown in the approved fabrication drawings.
- h. Erection:
 

All structural steel shall be erected as shown on the drawings. Proper size steel cable slings, etc., shall be used for hoisting. Guys shall not be anchored to existing structures, foundations, etc. unless so permitted by BRBNMPL in writing. Care shall be taken to see that ropes in use are always in good condition.

Steel columns in the basement, if any, are to be lowered and erected carefully with the help of a crane and/or derrick without damaging the basement walls steel or floor.

Structural steel frames shall be erected plumb and true. Frames shall be lifted at such points that they are not liable to buckle and deform. Trusses shall be lifted only at node points. In the case of trusses, roof girders, all of the purlins and wind bracing shall be placed simultaneously and the columns shall be erected truly plumb on screed bars over the pedestals. All steel columns and beams shall be checked for plumb and level individually before and after connections are made. Temporary bracings shall be introduced wherever necessary to take care of all loads to which the structure may be subjected, including erection equipment and the operation thereof. Such bracings shall be left in place as long as may be required for safety and stability.
- i. Painting:
 

After steel has been erected, all bare and abraded spots, rivet heads, field welds, bolt heads and nuts shall be spot painted with primer as specified. Before paint is applied, the surface shall be dry and free from dust, dirt, scale and grease. All surfaces inaccessible after erection shall receive two coats of the approved paint before erection.

All fabricated steel material, except those galvanised shall receive protective paint coating as specified in specification for painting for structural steel.

Derusting and descaling of steel shall be carried out manually.

Reimer Paint – Anti-corrosive primers shall be lead free types.

All the materials shall be of the best quality from an approved manufacturer. Contractor shall obtain prior approval of the BRBNMPL for the brand of manufacture and the colour/shade prior to procurement for usage in the works.

12. Space For Storage Of Construction Materials:  
Contractor shall arrange for stacking of construction material. The construction material requirement shall be planned by the contractor in advance so as to meet the construction schedule. These materials shall be brought to the site by the contractor as and when required at his own cost.
13. Contractor shall plan meticulously, all his construction activities to meet the stipulated Time Period. If any additional equipment, tools and tackles are required for the construction, the contractor shall immediately arrange for the same.
14. Arranging all the construction equipment, tools and tackles shall be deemed to have been included in the contractor's offer. No extra cost shall be paid on any account.
15. Inspection And Testing Of Materials – Contractor shall if so required produce manufacturers' test certificates for the particular batch of materials supplied to him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at approved test houses specified by Employer.
16. Drawings – With reference to the tender drawings, the contractor shall prepare the structural drawings and shop drawings. On approval, the contractor has to submit a set of three hard copies and one soft copy of the structural and shop drawings to BRBNMPL.
17. Testing of Installations – All installations shall be tested as specified, in the presence of Employer. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.
18. Professional Integrity And Team Spirit – It is the intent of the employer that this project will be executed with full professional integrity and team spirit.
19. Quality Assurance and Control Program – The Contractor shall establish an effective quality control system and technical personnel to enforce quality control on all items of work at all stages. The details of same shall be furnished as called for.
20. Documents and Documentation – All works, permanent or temporary, required for the successful completion of the project shall be carried out in strict accordance with the relevant IS Codes, drawings, specifications, instructions and good engineering practice. The documentation has to be in details and in order.
21. Reference To Technical Specification And Schedule Of Items – In case of any ambiguity between the technical specifications and the items description provided in the schedule of items, the description provided in the schedule of items should be referred. However in case if required for further clarifications, the technical specifications as provided in the IS Codes/PWD / CPWD Manual shall be referred.

**Section VIII: Quality Control Requirements/Declaration by the tenderer -  
Tender Enquiry No. - 106/MYS/CIVIL/2016-17**

**Tender Document for Construction of Scrap Yard at BRBNMPL, Mysuru**

[Supplier/Bidders shall fill the following format and submit along with bid]

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
2. I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BRBNMPL Officers in charge.
3. Price BID been submitted as per given format (Section XI: Price Schedule –Part-III Bid) in separate sealed envelope.
4. DD for EMD amount, Cost of tender document, complete set of signed tender document & necessary proof documents for eligibility in tender participation are attached with Part-I Tender Form.
5. Payment terms are accepted as per tender conditions.
6. I have the proof of following mandatory documents and enclosed along with tender documents.
  - a) VAT /TIN No/ CST No
  - b) PAN No.
  - c) Service Tax No.
  - d) Requisite work experience (work order copies and work completion certificates as per eligibility criteria)
  - e) Work credential with financial turnover required to participate in this tender as per eligibility criterion (certified by CA)
7. We have gone through the other tender conditions mentioned in Section-II: (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC)) of this tender downloaded from BRBNMPL website (<https://www.brbnmpl.co.in>) & we abide to follow above sections as a part of this tender.
8. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date:     /     / 2017

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

## **Section IX: Qualification/ Eligibility Criteria**

### **Part-I: Pre-Qualification Bid Criteria:** (Section X: Tender Form –Part-I-Bid)

1. **Minimum qualification:** The agency/contractor should have experience in similar nature of works / **Building construction / civil works / Steel Fabrication Works.** Also the bidder should be currently in business and in sound financial condition.
2. The Tenderer should never have been blacklisted from BRBNMPL.
3. The bidder should be currently in business and in sound financial condition.
4. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2016.
5. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2016.
6. The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.
  - a. **Company Profile :**  
Documentary Evidence for Status of Company (Proprietary/Partnership/Private /NSIC) along with details of the contact person/(s) with mobile number, email address, fax numbers etc. and list of esteem clients.
  - b. **Financial Standing:**
    - i. Audited balance sheet & financial turnover **certified by CA** for previous THREE years i. e. for the financial year 2013-14, 2014-15 and 2015-16 ending on Mar 2014, Mar 2015 and Mar 2016.
    - ii. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2015 should be 30% (i.e., ₹ 80.00 lakhs) of estimated value or more.
    - iii. CA certified turnover as per the format enclosed at Section XX – Proforma for financial certificate
    - iv. Proof of having successfully completed similar works along with the work orders / performance Certificate/ Completion Certificate indicating a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 7 years ending last days of the month previous to the one in which tenders are invited as per either of the following:-

Work order completion certificate indicating Name of works, Work order no., date, Value of works order placed, actual value of work completed and the time period for the completion of the work (scheduled and actual) duly attested copies for each of the works should be submitted along-with the Tender Part – I. If required so the Bidder has to produce the original documents for verification by BRBNMPL, failing which the bidder will be disqualified. The originals of all the above-mentioned documents will be returned back after verification. The completion certificates of works issued by officers of rank below that of Executive Engineer or equivalent in case of CPWD/ PWD or any Government Department and Asst. General Manager or equivalent level of any commercial Bank would not be entertained. Total value of work done, date of completion of work and the nature of the work should be clearly mentioned in the completion certificate without which the application/tender will not be accepted.

Three similarly completed works each costing not less than the amount of value of 40% of estimated value (**i.e., ₹ 106.26 lakhs**) in the last 7 years up to 31.12.2016.

**OR**

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (**i.e., ₹ 132.83 lakhs**) in the last 7 years up to 31.12.2016.

**OR**

One similarly completed works each costing not less than the amount of value of 80% of estimated value (**i.e., ₹ 212.52 lakhs**) in the last 7 years up to 31.12.2016.

**Note:**

*Similar works means Building construction & civil /fabrication works etc.  
Sub Contracted works will not be considered.*

7. **Cost of Tender Form:** Cost of Tender Form is ₹ 500/-. Tender Documents can be purchased from our office up to one day before the last date of submission of the tender up to 14.00 hrs. during working hours against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD should be submitted in the envelope containing Earnest Money Deposit. **The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection**
8. **Earnest Money Deposit (EMD):** The tender shall be accompanied by Earnest Money of value as mentioned in the tender form in the form of crossed Bank Draft only issue in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru and should be valid for 90 days. The Bank draft may be taken from State Bank of India or a Nationalized Bank or any Scheduled Bank. On acceptance of the tender, the earnest money will be treated as part of the security deposit. The BRBNMPL will return the earnest money deposit, where applicable, to every unsuccessful tenderer.
9. For tenderers registered with NSIC/DGS&D, a separate undertaking is to be furnished for payment of SD in case they become L1 firm in bidding process.
10. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.

**All the above certificates / documents shall be duly signed with seal by the Authorized person of the firm.**

**Part – II Technical Bid:**

The Technical bid of the contractors who have qualified in Part-I only will be opened. Date shall be communicated to the eligible bidders.

The technical bid should contain the following:

1. Filled in and authenticated Tender Form (Section – X).
2. All the Copies of documents mentioned in Technical Bid.
3. Copy of complete set of tender documents duly signed with seal affixed except price bid.
4. Documentary Evidence:
  - a. Proof of Registration with works contract Tax (VAT), valid sales Tax, PAN and Service tax clearance certificate.
  - b. ESIC and PF Registration Certificates.
  - c. An affidavit on stamp paper of ₹ 100/-(Non – Judicial) stating **“In case any ambiguity is noticed in the Documents (list out documents) submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law”**.
  - d. Power of Attorney / Authorization with the seal of the company in the name of the person signing the Tender Documents.
  - e. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
  - f. History and Structure of firm name of director / partners / proprietor with technical staff along with proof of status of Firm (Partner/proprietor / limited etc.)
  - g. Detail of Civil and criminal cases and other legal dispute proceedings including arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last 3 years.

**All the above certificates / documents shall be duly signed with seal by the Authorized person of the firm.**

**Part-III Commercial (Price) Bid:**

The Commercial bid of the bidders who have qualified in Part-I and Part - II only will be opened.

The bid should contain the following: - Proforma of Price Bid (Section – XI) and Break-up of Cost for Price Bid.

### **Submission of Tenders shall be as under:**

The Sealed envelope shall be submitted in the Tender Box kept at the Administrative Building, Note Mudran Nagar, Mysuru on or before the stipulated date and time. The tender should be marked as **“Tender for Construction of Scrap Yard at BRBNMPL, Mysuru” with “Tender No. 106/MYS/CIVIL/2016-17 dated January 13, 2017”** and original due date of opening at the top of the envelope. Each & every page of the tender shall be signed & stamped by the authorized bidder as an acceptance of terms and conditions. The bidders must make the entry of the tender submitted in the Tender register kept for the purpose before dropping the same in the Box.

### **Important:**

1. Please note that the contractors who have worked earlier with BRBNMPL, Mysuru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
2. Agencies those who are not empanelled with BRBNMPL, Mysuru are requested to kindly download the vendor registration form from the website and submit the same along with registration fees of ₹ 500/- before submitting the tender documents.
3. **Submission of tender shall be as under.**
  - a. **Envelope – 1 containing Part-I Pre-qualification Bid :**
  - b. **Envelope – 2 containing Part-II Technical Bid :**
  - c. **Envelope – 3 containing Part-III Commercial (Price) Bid :**

All the 3 sealed envelope should be put in a **Fourth** sealed cover super scribed with the name of the work and tender no. with due date of opening as mentioned in the tender form.

4. Tenders received after the below mentioned time and date, whether sent by post or delivered in person are liable to be rejected.
5. In case of any clarifications, **bidders may contact civil maintenance section at 0821-2469008 (Direct) on any working days between 08:00 Hrs. – 17.00 hrs.**
6. **Dates:**
  - a. Last Date of submission of Tender: **January 25, 2017** at 14.30 hrs.
  - b. Date of opening of Tender: **January 25, 2017** at 15.00 hrs.
  - c. Date of opening of Technical Bid (Part-II): To be communicated to the successful bidders in Pre-Qualification Bid (Part-I).
  - d. Opening of Price bid: Shall be intimated to qualified bidders in due course.

Tender once submitted will be treated as property of BRBNMPL and Tenderer will not be allowed to make any change / modification in Tender or withdrawal of Tender. Claim for ignorance of Site condition will not be considered.

## **Section X: Tender Form**

### **Proforma of Techno-Commercial Bid – Tender Document for Construction of Scrap Yard at BRBNMPL, Mysuru**

Company Name,

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

Dear Sir,

#### **SUB: Part-I: Proforma of Techno-Commercial Bid for Construction of Scrap Yard at BRBNMPL, Mysuru**

Ref: Your Tender Enquiry No: **TENDER NO: 106/MYS/CIVIL/2016-17**

**With reference to your Tender enquiry cited above, we are pleased to enclose the following as our technical bid for your kind consideration.**

1. Our company's profile
  - a. Name of the firm :
  - b. VAT No. (Enclose Copy):
  - c. Income Tax P.A.N. No. (Enclose Copy):
  - d. Service Tax No. : ( Enclose Copy)
2. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents are enclosed herewith.
  - a. Proof of Eligibility criteria & Experience.
  - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no. work completion certificates etc.
  - c. Audited balance sheet for previous Three years i. e. for the financial year ending March 2013, March 2014 & March 2015.
3. We have enclosed a) in a separate envelope DD No.....dated .....of amount as mentioned in the tender form Payable at Mysuru towards the payment of EMD amount.
4. Cost of Tender form ₹ 500/- (if down loaded from web site) is also enclosed as per details DD No. ....dtd .....
5. We confirm that the Price bid is quoted exactly as per your format and is inclusive of material, labour and all statutory levies, duties, service tax & all other charges as per Scope of work. Price break up is given as per the format of BOQ (Bill of Quantities).
6. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. In case any counter condition is put the tender is liable to be rejected. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of our acceptance along with EMD and tender form cost.
7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
8. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V — "Special Conditions of Contract", for due performance of the contract.
9. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and other tender conditions mentioned in Section-II :(General

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

10. We agree to keep our tender valid for acceptance for a period up to **120 days** extendable up to another 30 days as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_  
For & on behalf of

(Signature with date)  
(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you,  
Yours faithfully,

Seal

Signature with date  
Name:

*Note: Techno-commercial bid without Copies of documents mentioned above, EMD amount, Tender form cost & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected.*



Section XI: Price Schedule -Part-III Bid

**Proforma of Price Bid cum Bill of Quantities (BOQ) for Tender Document for Construction of Scrap Yard at BRBNMPL, Mysuru**

From:

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

To:

The General Manager,  
BRBNMPL,  
MYSURU – 570 003.

Dear Sir,

**SUB: Tender Notice Construction of Scrap Yard at BRBNMPL, Mysuru**

**REF:** Your Tender Enquiry No: [TENDER NO: 106/MYS/CIVIL/2016-17](#)

We received your tender enquiry cited and we are pleased to submit the following as our price bid for your kind consideration.

A. Item wise Price bid

Si. No	Brief Description	Unit	Qty	Rate (₹)	Amount (₹)
1	Earthwork excavation for foundation of buildings, water supply, sanitary lines and electrical conduits either in pits or in trenches 1.5m and above in width, in all kinds of soils not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50 m after breaking of clods complete as per specifications.	CuM	300.00		
2	Earthwork excavation for foundation of buildings, water supply, sanitary lines and electrical conduits either in pits or in trenches 1.5m and above in width, in all kinds of rock without blasting not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated stuff clear from edges of excavation with lead upto 50 m after breaking of clods complete as per specifications.	CuM	500.00		
3	Earthwork excavation (in deposited soil) and filling sides of foundation upto plinth in layers not exceeding 20 cms in depth, compacting each deposited layer by ramming after watering with all lead and lift including cost of all labour complete	CuM	800.00		

	as per specifications inside BRBNMPL premises.				
4	Earth brought from outside for earth filling for plinth in layers not exceeding 20 cms in depth, compacting each deposited layer by ramming after watering with all lead and lift including cost of all labour etc., complete as per standard specifications.	CuM	600.00		
5	Providing and injecting chemical emulsion for pre-constructional anti termite treatment etc., complete as per standard specifications.	SqM	2,250.00		
6	Supplying and laying approved size and quality stone boulder soling of consolidated thickness of 150 mm, hand packing, filling of interstices with spalls including blinding with approved quality moorum dry and wet rolling by hand roller to the required camber and gradient etc., complete.	CuM	500.00		
7	Providing and laying in position plain cement concrete of mix 1:4:8 with OPC cement @ 180kgs, with 40mm and down size graded granite metal coarse aggregates @ 0.86 cum and fine aggregates @ 0.58 cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thk, well compacted, in foundation and plinth, cost of all materials, labour, HOM of machinery, curing complete as per specifications.	CuM	350.00		
8	Providing and laying in position reinforced cement concrete of design mix M20 with OPC cement @ 300kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregates @ 0.43 cum, with super plasticiser @ 3 lts conforming to IS 9103- 1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms thick, vibrated for R.C.C. beams, columns of all sizes in foundation, plinth and superstructure, slabs, staircase, lintels, including cost of all materials, labour, HOM of machinery, curing, complete as per specifications.	CuM	70.00		

9	Providing T.M.T steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications.	Tonne	3.00		
10	Providing and constructing granite / trap / basalt size stone masonry in basement with cement mortar 1:6, edges of stones chistle dressed in courses not less than 15 cms high, bond stones at two m. apart in each course including cost of materials, labour, curing complete as per specifications.	CuM	300.00		
11	Providing flush pointing to square / coursed / uncoursed stone masonry with cement mortar 1:4, 20mm deep, after raking joints to depth of 20mm nicely lining, including cost of materials, labour, curing complete as per specifications.	SqM	400.00		
12	Providing and removing centering, shuttering, strutting, propping etc., and removal of form work for columns, pillars, slabs, chejjas, footings, piers, post and struts including cost of all materials, labour complete as per specification.	SqM	450.00		
13	Providing and constructing precast concrete solid blocks with compressive strength not less than 3.5 N/sqmm with cement mortar 1:4 with solid concrete blocks of size 40X20X20 cms conforming to IS 2185 of 1965 in super structure including cost of materials labour charges, scaffolding, curing etc., complete as per specifications.	SqM	600.00		
14	Providing 18 mm thick cement plaster in single coat with cement mortar 1:4, to brick/solid block masonry including rounding off corners wherever required smooth rendering, : Providing and removing scaffolding, including cost of materials, labour, curing etc., complete as per	SqM	1,250.00		

	specifications.				
15	Providing and laying M-15 cement concrete flooring, 60 mm thk with metallic concrete hardener topping, under a layer of 45 mm thick M 15 cement concrete using broken granite metal of 20 mm and down size, and top layer 15 mm thk of metallic cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 granite metal 10 mm nominal size) by volume, with which metallic hardening compound of approved quality mix in the raion of 4:1 (4 part of cement = 1 part of metallic floor hardening compound of approved quality by wt) including finishing, cost of materials, labour, curing etc. complete as per specifications	SqM	2,400.00		
16	Providing and laying glass strips 40 mm wide and 4 mm thk for joints for laying in the flooring including cost of materials, labour, curing etc. complete as per specifications	RMt	3,500.00		
17	Providing and applying enamel metal paint two coats (excluding priming coat) over new steel, other metal surface, wooden surfaces, brushing to give an even shade after cleaning oil, grease, dirt and other foreign matter, including cost of materials, labour, staging/scaffolding (at all heights & levels) etc., complete as per specifications.	SqM	1,000.00		
18	Providing and fixing of 0.5 mm thick PPGI sheet on existing M S structure with ST screws, roofs, side & gable end cladding as per manufacturers specifications including fittings, all accessories such as ridge piece, eaves boards, barge boards, rain water gutters, pipes, expansion joint pieces, apron pieces with self-tapping screws etc., complete as per standard specifications & directions.	SqM	3,500.00		
19	Providing and applying Two coats of internal emulsion paint over primer coat at all heights & levels etc., complete as per standard specifications & directions.	SqM	900.00		

20	Providing and applying Two coats of External emulsion (Apex paint) over one coat primer at all heights & levels etc., complete as per standard specifications & directions.	SqM	900.00		
21	Providing and fixing cold rolled prepainted steel windows of IS standards, made out of 0.6mm thick deep drawing quality galvanised on both sides 120gms/sq.mtr. Primer coat upto 5 microns with thermosetting epoxy resin and finish painted with polyester based paint 20 microns thick. The size of profiles is approximately 46 x 52mm for external frames, 46x46mm section for shutters, 46x70mm section for centre mullion/transom and 18x31mm section is for fixing glasses. The section should be cut to length joint mitred and assembling by means of corner brackets made out of cold rolled cold annealed strips of 1.2mm thick duly galvanised and fixed with nickel plated self-taping screws. The shutters are provided with approved quality of fixtures like handles made out of zamac alloy die cast and powder coated, receiver made out of glass filled nylon and hinges made out of CRCA powder coated. 4mm thick glass should be fixed with EPDM gaskets. Guard bars fabricated out of 10mm square bright bars shall be fixed horizontally at 125mm C/C by riveting to the external frame. The above frames are fixed to the concrete / masonry walls by means of self-expanding screws, with 4mm tinted glass with guard bars etc., complete as per standard specifications & directions.	SqM	65.00		
22	Fabrication and Supply of MS Tubular members of all spans with pre-fabricated steel applications using quality material and are durable, reliable and corrosion and abrasion resistant. Welding shall conform to latest structural welding codes. Materials shall be of various parameters like shape, design, gauge and polish. Wherever required, the members shall be anchored using	MT	150.00		

	anchor bolts with necessary base plates, shoe plates. The work includes, cutting, straightening, placing in position and welding wherever necessary and applying one coat of red oxide primer to all the members including cost of all materials, labour, hiring of machinery for cutting, welding, grinding and erection equipment with all lead and lift, transportation etc. complete as per specifications.				
23	Providing supplying, fabricating & fixing to frames with Welded mesh 75x25 mm of 6g x 10g including a coat of metal primer etc., complete as per specifications & directions.	SqM	450.00		
24	Providing and constructing granite / trap / basalt rubble stone masonry for pitching in cement mortar 1:6 (uncoursed), bond stones at 2 mtrs apart in each coarse including cost of materials, labour, curing etc., complete as per specifications & directions.	CuM	50.00		
Total (₹)					
WCT/VAT @ ____ %					
Service Tax @ 14 % on ____% of total					
Swachh Bharath Cess @ 0.5 % on ____% of total					
Krishi Kalyan Cess @ 0.5 on ____ % of total					
Grand Total (₹)					
Grand Total Rounded off to (₹)					
Grand Total in Words –					

Refer Annexure -A for tender drawings

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

Thanking you,  
Yours faithfully,

Seal

(.....)  
Name & Signature with date  
Firm:

## Section XII: Questionnaire /Checklist

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark "not applicable". Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question / issues, its tender will be liable to be ignored.

Sl No	Item Description	Yes/ No	Deviation /Remarks
01.	Brief description of goods and services offered as per tender and scope of work?		
02	Offer is valid for acceptance up to 120 days (additional 30 days if required) after opening of tender		
03	A copy of Your permanent Income Tax A/ C No (PAN) card attached (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)		
04	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.		
05	Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.		
06	Please indicate name & full address of your Banker(s)		
07	Please state whether business dealings with you currently stand suspended/ banned by BRBNMP/any Ministry / Dept. of Government of India or by any State Govt.		
08	Did you Enclosed following Documents/Attachments; (a) DD for EMD /Tender fee are attached with tender documents and proof of documents for eligibility in part-I bid envelop? (b) Did you put price bid document in separate second envelop and sealed properly? (c) Did you put above two envelop in to an A4 size third envelop written tender No, name of work, Addresses etc? (d) Did you attached copies of Work completion certifications and Audited balance sheet for last 03 years certified by CA as per eligibility criterion mentioned section Section-IX & Section: XX		

.....

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

.....

(Name, address and stamp of the tendering firm)

**SECTION XV: Bank Guarantee Form for Performance Security.**

\_\_\_\_\_ [Insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary \_\_\_\_\_ [Insert Name and Address of BRBNMPL]

Date: -----

Performance Guarantee No. \_\_\_\_\_

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

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

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

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

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

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

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

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

Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch.



## **Section XVI: Contract Form**

(Address of BRBNMPL's office issuing the contract)

Contract No ..... dated .....

This is in continuation to this office' Notification of Award No. .... dated .....

1. Name & address of the Contractor: .....
2. BRBNMPL's Tender document No. .... dated ..... and subsequent Amendment No. .... dated ..... (if any), issued by BRBNMPL
3. Contractor's Tender No. .... dated ..... and subsequent communication(s) No..... dated ..... (If any), exchanged between the contractor and BRBNMPL in connection with this tender
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
  - a. General Conditions of Contract;
  - b. Special Conditions of Contract;
  - c. List of Requirements;
  - d. Technical Specifications;
  - e. Quality Control Requirements;
  - f. Tender Form furnished by the supplier;
  - g. Price Schedule(s) furnished by the supplier in its tender;
  - h. Manufacturers' Authorisation Form (if applicable for this tender);
  - i. BRBNMPL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section - V - 'General Conditions of Contract' of BRBNMPL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - a. Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.)	Total price
--------------	---------------------------------------	-----------------	-------------------------	---------------------	-------------

Any other additional services (if applicable) and cost thereof:

- i. Total value (in figure) (In words)
- ii. Delivery schedule
- iii. Details of Performance Security
- iv. Quality Control
  - a. Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - b. Designation and address of BRBNMPL's inspecting officer
- v. Destination and despatch instructions
- vi. Consignee, including port consignee, if any
- vii. Warranty clause
- viii. Payment terms
- ix. Paying authority

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

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

(Name and address of the supplier)

.....  
(Seal of the supplier)

Date:

Place:

**Section XVII: Letter of Authority for attending a Bid Opening**

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender of \_\_\_\_\_

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

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



**Section XX: Proforma of Financial Turnover Certificate**

**Certificate**

*(To be issued by practising Chartered Accountant with membership No. on the letter head)*

To whom so ever concern

Dear Sir,

Sub: Certificate for turnover and others as per tender conditions.

This is to certify that M/s. \_\_\_\_\_ (Agency Name & Address) are in the business of contracts execution for last 03 completed years (considered up to 31<sup>st</sup> March 2016 of last financial year). Their performance report as required under tender conditions for the last 3 years is as follows.

<b>Years</b>	<b>Annual Turnover</b>	<b>Profit / (- Loss) for the year</b>	<b>Net worth as on year end</b>
2013-14			
2014-15			
2015-16			
<b>Total</b>			

The above information is based on the audited accounts.

Place:

Date:

Seal

Signature of CA with Membership No.

(To be executed on plain paper and applicable for all tenders of value above Rs.1crore)

## SECTION XXI: PRE-CONTRACT INTEGRITY PACT (PM/SBD/010)

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 201- between on one hand, BRBNMPL through Shri \_\_\_\_\_, Designation of the Officer, on behalf of the Managing Director hereinafter called the "BUYER" which expression shall mean and include unless the context otherwise requires his successors in office and assigns of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, hereinafter called the BIDDER / SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / item) and the BIDDER / SELLER is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking partnership / registered export agency constituted in accordance with the relevant law in the matter and the BUYER is a Company wholly owned by Reserve Bank of India on behalf of its Managing Director.

### NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### Definitions:

In pursuance of the above Pact, for the purpose of this provision, the Buyer defines the relevant terms set forth therein as under:

- 1) "Contract" means the contract entered into between the Buyer and Bidder (or Tenderer) / Contractor for the execution of work mentioned in the preamble above.
- 2) "Contractor" means the bidder or tenderer whose tender (bid) has been accepted by the Buyer or Company whose tender (bid) has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- 3) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;  
In order to achieve these goals, the Buyer proposes to appoint one or more External Independent Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

- 4) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Buyer designed to establish bid prices at artificial, noncompetitive levels; and
- 5) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) "External Independent Monitor" means a person, hereinafter referred to as EIM, appointed, in accordance with Section 9 below, to verify compliance with this agreement.
- 7) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Buyer and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Buyer of the benefits of free and open competition;
- 8) "Party" means a signatory to this agreement.
- 9) "Purchaser or Buyer" means Bharatiya Reserve Bank Note Mudran Private Limited, incorporated under the Companies Act 1956, having their registered Office at Bangalore 560029 and includes their successors.
- 10) "Bidder or Tenderer" means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

### **1. Commitments of the Buyer**

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the BUYERS will report to the Director (Operations) / General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract

process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

2.1.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.1.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.

2.1.3 BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.

2.1.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.

2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.

2.1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

2.1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

2.1.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business



relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any serving / ex-employees of the officers of the BUYER or alternatively if any relative of any serving / ex-employees of the officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

2.1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

### **3. Disqualification from tender process and exclusion from future contracts.**

3.1 If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Buyer is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

3.2 If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Buyer is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year and maximum of 3 years.

3.3 A transgression is considered to have occurred if the Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3.4 The Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer's absolute right to resort to and impose such exclusion after giving opportunity of hearing to the bidder. This undertaking is given freely and after obtaining independent legal advice.

3.5 If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

#### **4. Compensation for Damages**

- 4.1 If the Buyer has disqualified the Bidder from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 4.2 If the Buyer has terminated the contract according to Section 3 or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

#### **5. Previous Transgression**

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anti-corruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

#### **6. Earnest Money (Security Deposit)**

6.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in tender document) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

Bank Draft or a Pay Order in favour of \_\_\_\_\_. A confirmed guarantee by an Indian Nationalised Bank promising payment of the guaranteed sum to the BUYER or demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

Any other mode or through any other instrument (as specified in the tender document).

6.2 The Earnest Money / Security Deposit shall be valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER and after completion of warranty period.

6.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same by assigning reason for imposing sanction to violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

#### **7. Sanctions for Violations**

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER)

shall entitle the BUYER to take all or any one of the following actions wherever recurred.

- i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
- iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

## **8. Fall Clause**

8.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer, Ministry / Department of the Government of India or PSU and if it is found at any stage that similar products /

systems or such systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price than that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER if the contract has already been concluded.

**9. External Independent Monitor / Monitors**

(the name of External Independent Monitor/Monitors appointed for the purpose as per the guidelines of Government of India, will be notified by BRBNMPL separately)

- 9.1 The BUYER appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 9.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Buyer.
- 9.3 The Contractor accepts that the Monitor has the right to access without restriction to all Tender/Contract documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to tender/contract documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality, provided that this clause is subject to the general confidentiality clause.
- 9.4 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the management of the buyer.
- 9.6 The Monitor will submit a written report to the Chairperson of the Board of the Buyer within 8 to 10 weeks from the date of reference or intimation to him by the 'Buyer' and, should the occasion arise, submit proposals for correcting problematic situations.

9.7 Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Buyer.

9.8 If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9.9 The word 'Monitor' would include both singular and plural.

#### **10. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **11. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **12. Other Legal Actions**

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.2 Changes and supplements as well as termination notices need to be made in writing.

12.3 If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

#### **13. Validity**

13.1 The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BUYER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after one year from the date of the signing of the contract. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the buyer.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this integrity pact at \_\_\_\_ on \_\_\_\_\_.

BUYER  
Name of the Officer  
Designation  
Witness

BIDDER  
"Authorised signatory of the Bidder"  
Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_