

Bidding Document for National Competitive Bidding (NCB)

Website : www.brbnmpl.co.in

Email: salbonipress@brbnmpl.co.in

TENDER ENQUIRY No. 002/SAL/CIVIL/2017-18

(NOT TRANSFERABLE)

By Speed post / Courier service/Downloaded from website

BNM No.: / (S) 16.02.01/2017-18	Last Date & Time for submission of tender:	02/06/2017 up to 11.30 AM
Dated: 03/05/2017	Tender opening Date & Time:	02/06/2017 up to 11.30 AM
Cost of Tender form: Rs. 500/- (if directly downloaded from website), Rs. 750/- (if obtained from the address given below)	Earnest Money Deposit (EMD) along with NEFT Format at Anne.-B	R.s 7, 70,000/- (Rupees Seven Lakhs Seventy Thousand) Only.

SUB: LONG TERM CONTRACT FOR REPAINTING & CIVIL REPAIRS IN TOWNSHIP & PLANT AREA OF BRBNMPL, SALBONI (WB).

This tender document contains: 63 Pages

The tender document is sold to/ downloaded by [Name of bidder]:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name: - Shri S. K. Chaurasia

Designation: - Asst. General Manager

Address:

Bharatiya Reserve Bank

Note Mudran Private Limited

Salboni, Dist.- Midnapore (West)

Pin- 721 132, West Bengal

Phone No. 03227-280212/213/214, Extn- 4044/4057/4083; Fax: 03227-280744 & 280222

Email: skchaurasia@brbnmpl.co.in

Alternative contact details:

Shri. N. G. Muruly, Manager-PP - Email: ngmuraly@brbnmpl.co.in

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Section I: Notice Inviting Tender (NIT)

TENDER ENQUIRY No. 002/SAL/CIVIL/2017-18

(NOT TRANSFERABLE)

Sub: Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB).

Dear Sir,

The General Manager, BRBNMPL, Salboni, invites sealed tenders **in the enclosed formats under two bid system (Techno- commercial bid and Price bid)** for **Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB)** as per details given below:

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	EMD	Estimated Value (Indicative Only)
1	<p>Long Term Contract for Repainting & Civil repair works in Township and Plant Areas at BRBNMPL, Salboni (WB).</p> <p>As per Bill of quantities Schedule A and scope of work mentioned at List of Requirement –Section-VI , VII & XI</p>	As per requirement	Rs.7,70,000/- (Rupees Seven Lakhs Seventy Thousand Only)	Rs. 3,86,00,000/- (Rupees Three Crores Eighty Six Lakhs only) per annum.

Tender No. and Date	002/SAL/CIVIL/2017-18 date :03/05/2017
Name of the Work	Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB).
Type of Tender	Open - Two Bid Tender
Closing date and time for Sale of Tender Document from Civil Section (one day before the last date of submission of the tender)	Up to 11:30 hrs. on 01/06/2017
Price of the Tender Document if obtained from website	Rs. 500.00
Price of the Tender Document if obtained from office	Rs. 750.00
Pre Bid Conference	11:00 hrs. on 15/05/2017
Closing date and time for receipt of tenders	11:30 hrs. on 02/06/2017
Place of receipt of tenders	Inward Dispatch Section, 1 st Floor Administrative Building, BRBNMPL, Salboni. Also bidders are

	requested to enter the details of the tenders in the register kept at first floor Administrative Building at BRBNMPL, Salboni before dropping the same in the tender Box. For any clarifications, please contact Civil Section.
EMD for DGS&D / NSIC, registered firms	<i>Please note that DGS&D / NSIC, registered firms are exempted from submission of requisite EMD. If the tenderer is registered under DGS&D/ NSIC, they have to clearly mention and submit a copy of supporting documents including Stores list. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/ NSIC, New Delhi.</i>
Validity of tender	120 days from the date of opening of the tender, this can be further extended for another 30 days.
Liability compensation for delay	At the rate of 0.5% (half percent) of the Total contract value per week of delay or up to maximum of 10% (Ten percent) of the incomplete contract value after which the contract stands rescinded.
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 DD or B.G. as performance security deposit for 10% (Ten percent) of the work order value less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section-XV or DD should be in favor of BRBNMPL, Salboni, SBI Branch, Salboni.
Release of performance security deposit	After expiry of defects liability Period and Completion of all contractual obligations including defects rectification works intimated during DLP including warranty obligations if any.
Defects Liability period	12 (twelve) Months from the date of virtual completion of work.
Time and date of opening of tenders	11:30 Hrs on 02/06/2017
Place of opening of tenders	Administrative Building, Ground floor, BRBNMPL, Salboni
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	DGM (Civil)

1. Tender documents may be purchased on payment of non-refundable fee of Rs.500/- (if directly downloaded from website), in the form of Demand Draft/Banker's Cheque drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at par at State Bank of India, Salboni

(Code No: 3558) drawn from any branch of SBI in India. If drawn from any Associate Banks of SBI or any other scheduled Commercial Bank in India, it should be payable at par at Midnapore, West Bengal.

2. If requested, the tender documents will be mailed by registered post/ speed post/Courier to the tenderers for which extra charge per set will be Rs. 250/- for domestic post, i.e., Rs. 750/- (if obtained from the address given below).
3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website: www.brbnmpl.co.in for further details.
4. Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned above.
5. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are received by the inward section of the BRBNMPL SALBONI located at the address given below on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
6. 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.
7. The tender documents are not transferable.

Yours faithfully,

For & on behalf of BRBNMPL,

(S. K. Chaurasia)

Asst. General Manager

Bharatiya Reserve Bank Note Mudran Private Limited

Salboni, Dist. - Midnapore (West); Pin- 721 132, West Bengal

Telephone: 03227-280176; Fax: 03227- 280222/ 280744

IMPORTANT POINTS AT A GLANCE FOR ATTENTION OF BIDDERS

1. Please send your competitive bidding in sealed cover superscribed as **“Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB).”** against **Tender Enquiry No. 002/SAL/CIVIL/2017-18 dated 03/05/2017 to reach us on or before 11.30 Hrs on 02/06/2017** with the following **separate two sealed covers inside**:
 - a) The **first sealed cover** (Techno-commercial bid) should have technical & other details offered by the tenderer as per the proforma at **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, Annexure: A & B and All pages of Tender Documents duly signed including GIT, SIT, GCC & SCC. No information regarding price should be mentioned in this part.**
 - b) The **second sealed cover** (Price bid) should have Price details offered by the tenderer as per the proforma at 'Section XI – Price Schedule' with superscription '**PRICE BID against Tender Enquiry No. 002/SAL/CIVIL/2017-18 – Long Term Contract for Repainting & Civil repair Works in Township & Plant Area of BRBNMPL, Salboni (WB).**'.
 - c) *BIDS submitted not in accordance with the above guidelines will be liable for rejection.*
2. **Tender Rate:** Bidder has to quote their offer as percentage (**in %**) at par / below / above the scheduled rates in the enclosed format “Section-XI: Price Schedule”.
3. **Tender Validity:** The tenders shall remain valid for acceptance for a period of 120 days after the date of tender opening prescribed in the tender document.
4. **Placing of Job Cards and Commencement of Work:-** Job cards shall be issued on requirement basis. Work should commence within one week from the date of issue of Job Card. In case contractor's performance not found satisfactory, subsequent job cards shall not be issued and performance shall be rated accordingly which may be reviewed during further renewal of the contracts.
5. **Period of Contract:** Initially the **Annual Long Term Contract** shall be valid for one year from the date of work order / Agreement & it may be subsequently renewed on yearly basis for further two years subject to satisfactory performance. Total contract period will be for 03 years from the issue of first contract date, which in case of urgency/some administrative reasons may be further renewed as a special case for some specified period, if required. However, BRBNMPL reserves the right to terminate the contract by giving a notice of 30 days. Contractor should apply for any valid extension/renewal of contract well in advance of minimum 90 days before expiry of the contract. Failure to execute the assigned Annual Long Term Contract due to reason whatsoever will result in forfeiture of Security Deposit.
6. **EMD: Rs.7,70,000/- (Rupees Seven Lakhs Seventy thousand Only).** For details refer clause 8 of Section –II (GIT).
7. The Techno-commercial part (part I) tenders will be opened at **11.30 Hrs on 02/06/2017** in the presence of available tenderers or their authorized representatives. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. The date of opening of Price bids will be intimated to qualified bidders. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.
8. **Payment Terms:** Payment will be released on completion of each job cards. Statutory deductions as applicable will be deducted from the gross bill amount.
9. **Security Deposit:** Within twenty-one (21) days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Annual Estimated Value, valid till the completion all contractual obligations as per contract of Long Term Contract.

SD Value: - For estimated value Township & Plant Area: **Rs.3,86,00,000/-@10% i.e. Rs.38, 60,000/- (Rupees Thirty Eight Lakhs Sixty Thousand only).**For parallel contracts, SD shall be taken proportionately.

SD may be submitted in any one of the following forms:

- i) A/c Payee DD **or**
- ii) Fixed Deposit Receipt **or**
- iii) Bankers' Cheque.

In case of FD the following should be followed:

- a) Fixed Deposit should be in the name of "Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Salboni, A/c (Bidder's Name).
- b) The fixed deposit should be endorsed by the bidder in the name of Company, at the back side stating that "I / We are endorsing this FD in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Salboni" (the endorsement should be duly signed by the depositor /s) .
- c) The FD should be accompanied with authority letter from the bidder addressed to Branch Manager of the FD issuing bank, authorizing BRBNMPL, Salboni for unconditional encashment of FD as per the prescribed format mentioned at Annexure-B.

10. **Liquidated Damages:** At the rate of 0.5% (half percent) of the Job card value per week of delay or up to maximum of 10% (Ten percent) of the delayed value of work. For details refer clause relevant clause.
11. **Defects Liability Period:** 12 months from the date of work completion of individual job card work. Any defects recorded during the Defects Liability Period i.e. 01 (one) year from the date of completion of individual job card work, shall be rectified / replaced by the contractor without any extra cost to BRBNMPL. If the contractor fail to do so, within a month after information, BRBNMPL reserve the right to rectify the same through another agency & the cost incurred thus shall be recovered from the contractor
12. Parties who have been black listed /Debarred by BRBNMPL are not eligible for submission of this tender.
13. 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.
14. During the currency of the Long Term Contract, **in case of emergency**, BRBNMPL may procure the same works through ad hoc contract with a new contract.
15. **Fall Clause:** If the Long Term Contract holder reduces its price or sells or even offers to sell the Long Term contracted goods/services, following conditions of sale similar to those of the Long Term contract, at a price lower than the Long Term Contract price, to any person or organization during the currency of the Long Term, the Long Term Contract price will be automatically reduced with effect from that date for all the subsequent works under the Long Term Contract and the Long Term Contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.
16. If the tenderer is registered under DGS&D/NSIC, 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.
17. Copies of Certificates / Documents related to VAT/CST Registration, PAN, Service Tax and Professional Tax Registration Certificate etc., to be provided along with the Techno - Commercial Bid.
18. No Counter condition shall be accepted.

Section II: General Instructions to Tenderer (GIT)

(Complete details refer our website www.brbnmpl.co.in)

Part I: General Instructions to this tender

01. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and BRBNMPL, shall be written in English or Hindi language. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

02. Eligible Tenderers.

This invitation for tenders is open to all Contractors who fulfil the eligibility criteria Specified in these documents. Please refer to Section IX: Qualification/ Eligibility Criterion. Mere issuing/submission of Tender Document do not ensure for fulfillment of any eligibility criteria in this tender.

03. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. BRBNMPL will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

04. Amendments to Tender Documents

- a) At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments to it.
- b) Such an amendment will be notified in the website (www.brbnmpl.co.in) of our company only.
- c) In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

05. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax / e-mail /telex. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

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 Deputy. General Manager, Civil Maint. Contact ph. **03327-280324/212/214 Extn, 4044/4057/4083/4090**. Where information sought is not clearly indicated or specified, the company will issue a amendment in website, which will become part of the contract. Any oral instructions will not form any part of contract.

06. Price

The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and shall not subject to variation on any account. The quoted price should be inclusive of all taxes. Quoted rates shall be firm and binding and inclusive of all charges towards materials, consumables, Machineries, Tools & Plants, Fuels & Lubricants, cost of safety materials, labour, loading & unloading, transportation upto delivery at site and also including Insurances, Levies, Duties, Taxes like Service Tax, WCT, VAT etc. all complete.

In case of quoted rates being much lower than the estimated price, contractor has to submit an undertaking towards quality &

performance of the executed work as per format agreeable to BRBNMPL. After quoting rates, any claim due to ignorance of site condition or on any other account shall not at all be considered.

07. Documents establishing Good's Conformity to Tender document:

7.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents.

7.2 If a tenderer furnishes wrong and/ or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BRBNMPL in this regard.

08. E.M.D: An Earnest money deposit (E.M.D.) as mentioned in NIT shall be submitted along with your quotation in any one of the following forms: **A/c Payee DD or Fixed Deposit Receipt or Bankers Cheque** drawn in favour of "Bharatiya Reserve Bank Note Mudran Private Limited" payable at S.B.I., Salboni, Note Press Branch (SBI Branch code 3558) or purchased from any other Bank having Branch at Midnapore, West Bengal" only.

- a) The earnest money shall be valid for a period of forty five days beyond the validity period of the tender. Unsuccessful tenderers' EMD will be returned to them without any interest, after expiry of the tender validity period. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer or it will be converted in to SD payable.
- b) Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

09. 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. Any tender valid for a shorter period shall be treated as unresponsive and rejected summarily.

In exceptional cases, the tenderers will be asked by BRBNMPL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax /email /telex /cable followed by surface mail. The tenderers, agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for BRBNMPL, the tender validity shall automatically be extended up to the next working day.

10. Signing and Sealing of Tender

An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing, As Sole Proprietor of the concern or as attorney of the Sole Proprietor; As

Partner (s) of the firm; or authorised person of the firm on their letter head . The authorized signatory of the tenderer should sign the tender at appropriate places and initial the remaining pages of the complete tender document.

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.

11. Submission of Tenders:

The tenderers are to deposit the tenders at Receive and Dispatch section at first floor of administrative Building at BRBNMPL, Salboni for further depositing in the tender box kept for this purpose at the same place. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time. The tenderers may also send their sealed tender document through Posts & it should be received at BRBNMPL, Salboni within tender opening date and time as mentioned. However, BRBNMPL will not be responsible for any postal delay. The envelop should be addressed to:

**The General Manager,
Salboni Press, P.O.: RBNML,
Salboni - 721132,
Midnapore West (Dist.), West Bengal.**

[Kind Attn: DGM (Civil)]

The tenderers should ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be received upto the appointed time on the next working day.

12. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

13. Alteration and Withdrawal of Tender:

The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BRBNMPL.

14. Opening of Tenders:

BRBNMPL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.

Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses

In the case of two bid system mentioned above, the technical bids are to be opened in the first instance, at the prescribed time and

date. These bids shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) 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.

15. Scrutiny and Evaluation of Tenders:

Basic Principle: Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

Preliminary Scrutiny of Tenders: The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;

- a) Tender is unsigned.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) **Contractors performance: The contractors to whom work orders were placed during last seven years, their performance with regard parameters like**
 1. To follow/adherence of security aspect of Company,
 2. Quality of work,
 3. Timely completion of the job and
 4. Deployment of Experienced and qualified Engineer to supervise the job shall be determining factor while evaluating the technical bid. Any adverse remarks by the Department concerned on any one or more parameters mentioned above, the tender shall be liable for rejection.

16. Minor Infirmary / Irregularity / Non-Conformity:

If during the preliminary examination, BRBNMPL find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, BRBNMPL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, BRBNMPL will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

17. Discrepancy in Prices:

If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

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.

If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 19.1 and 19.2 above.

If, as per the judgment of BRBNMPL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

18. Clarification of Bids:

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder or clarification of its bid. The clarification should be received within 07 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

19. Qualification / Eligibility Criteria:

Tenders of the tenderers, who do not meet the required qualification/ eligibility criteria prescribed in Section IX, will be treated as unresponsive and will not be considered further.

20. Cartel Formation / Pool Rates:

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to 'Appreciable Adverse Effect on Competition' (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt accordingly.

21. Negotiations

Normally there would be no price negotiations. But BRBNMPL reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/ approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines.

22. Contacting BRBNMPL

From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BRBNMPL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

It will be treated as a serious misdemeanor in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.

23. Award of Contract:

BRBNMPL's Right to Accept any Tender and to Reject any or All Tenders BRBNMPL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

24. Award Criteria:

Subject to Tenderer's capability & eligibility to perform the contract, the contract will be awarded to the overall lowest evaluated responsive tenderer decided by BRBNMPL.

25. Parallel Contracts

BRBNMPL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). If this is foreseen at the time of Tendering, a clause would be included in SIT giving further details.

26. Serious Misdemeanours:

Following would be considered serious misdemeanours:

- i) Submission of misleading / false/ fraudulent information/ documents by the bidder in their bid
 - ii) Submission of fraudulent / unencashable Financial Instruments stipulated under Tender or Contract Condition.
 - iii) Violation of Code of Ethics laid down in Clause 32 of the GCC.
 - iv) Cartel formation or quotation of Pool / coordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
 - v) Deliberate attempts to pass off inferior goods or short quantities.
 - vi) Violation of Fall Clause by Long Term Contract holding Firms.
 - vii) Attempts to influence BRBNMPL's Decisions on scrutiny, comparison evaluation and award of Tender.
- a) Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would ban / blacklist Tenderers Committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.
 - b) Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender. Please note that the contractors who have worked earlier with BRBNMPL, Salboni 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.

27. Notification of Award

Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ email that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. Along with Notification of Award **CONTRACT /AGREEMENT & ARTICLES OF AGREEMENT** form (as per Section XVI) will be enclosed for executing agreement on Rs.100/- non-judicial stamp paper (cost of NJS paper should be borne by contractor). The successful tenderer should furnish to BRBNMPL the required performance security within 21 (twenty one) days from the date of this notification as given at para 1 of Section IV.

The notification of award shall constitute the conclusion of the contract.

28. Issue of Work Order

On receipt of performance security, BRBNMPL will issue the Work Order, in duplicate, to the successful tenderer by registered / speed post. The duplicate of the Work Order should be returned duly signed & stamped as a token of your acceptance and start the work immediately in consultation with BRBNMPL.

29. Non-receipt of Performance Security and Contract by BRBNMPL

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT above, shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.

30. Return of EMD

The earnest money of the successful tenderer shall be converted to performance security deposit and the unsuccessful tenderers will be returned to them without any interest.

31. Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/ bulletin/ web site of BRBNMPL.

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

1. Tenure of Contract:

The total work should be completed within the time as mentioned in Part-I (NIT). Since time is the essence of the contract, contractor should mobilise all the resources to complete the work in time. On placement of Work Order in case the contractor fails to start the job within ten days from date of issue of order, BRBNMPL reserves the right to cancel the contract and EMD / Security Deposit amount will be forfeited.

Request for extension of completion period on valid reason, shall be submitted at least two weeks before scheduled date of completion.

2. Before execution of above work the contractor has to see the site condition, take measurement, submit Design, Drawing, lay out & work schedule etc. for approval of BRBNMPL

3. Compliance Of Security Norms:

- a) Bharatiya Reserve Bank Note Mudran Pvt. Limited, Salboni is a security organization and its premises have been declared as 'PROTECTED AREA' by the Govt. of West Bengal. 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.

4. 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) 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 assigned 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) Contractor has to issue two sets of uniform (Pant and shirts for Gents or ladies uniform as per requirement) and one pair of good quality shoes to all their employees as approved by the BRBNMPL on yearly basis.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii)

Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.

- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
- g) 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.
- h) 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 to be carried out under the relevant statutory provisions.
- i) BRBNMPL is a security organization and the Govt. of west Bengal 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 should 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.
- j) Contractor should 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.
- k) Gate passes for all the workers shall be applied in the prescribed Gate pass Format, contractor should 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.
- l) 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.
- m) On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
- n) 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.

5. **Accommodation:** On specific request from the successful tenderer, the Company, as per availability and allotment

norms/rules in force for allotment as per Estate Section procedure, may provide space for Site Office purpose on a separate agreement, at a prescribed rent & other charges like Electricity etc., fixed by the Company. In this event, the successful tenderer should always be in a position that whenever any directive for vacating the said premise is issued, he shall, without raising any objection, peacefully vacate the same.

The lease agreement should be renewed before expiry of the existing tenure of contract. Non-compliance may lead to cancellation of allotment.

On completion of contract period the allotted quarter should be vacated within 02 (two) Months & keys should be handed over to Estate section, failing which we may deduct double the normal charges from the contractor bill. Also, in case the quarter is not handed within the specified time, then BRBNMPL reserves the right to take possession of the quarter without any intimation. Contractor shall not have any claim whatsoever.

6. WATER SUPPLY & ELECTRICITY

- a) The Contractor is expected to make his own arrangements for construction water as well as supply of drinking water for deployed labour.
- b) Depending upon the requirement of Electric Power, Contractor may be allowed to draw power from a prescribed point. However necessary arrangement for drawing the same to work site including Energy Meter, shall be made by the Contractor at his own cost. Electricity will be charged at prevailing commercial rate of BRBNMPL.

7. **TOOLS AND TACKLES:** All the Plants, Machineries, Tools and Tackles required for execution of the work, has to be supplied and arranged by the contractor.

8. Responsibility of the Contractor:

- a) **Storage and security of materials:** Contractor is responsible for storage and security of their material brought to the site. Any temporary structure, if required will be constructed by the contractor at his own cost. The temporary structure will be demolished after completion of Contract or when asked for and the contractor will dispose of all debris at their own cost.
- b) **Execution of the work:** The contractor shall arrange competent persons for execution, supervision and measurement of the work.
- c) **Progress Report:** Contractor should submit monthly Progress Report regarding a Progress of the work, in addition to Hindrance Register & Field Book.

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SI. No.	GIT Clause No.	Topic	SIT Provision
1	3	Eligible Tenderers	Applicable
2	8	Pre-bid Conference	Applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	As specified
4	11	Tender Currency	INR
5	12	Tender Prices	See Note A.
6	14	PVC Clause & Formula	Applicable
7	19	Tender Validity	120 Days
8	20.4	Number of Copies of Tenders to be submitted	One Copy
9	20.9	E-Procurement	Not applicable
10	33	Schedule-wise Evaluation	See Note B.
11	35.2	Additional Factors for Evaluation of Offers	As specified. Prospective bidders should meet our tender conditions as well as the proposed material should meet our required specifications.
12	43	Parallel Contracts	See Note C.
13	47	Non-receipt of Performance Security	Applicable
14	50	Tender For rate Contracts	Applicable, 50.1 – EMD at 2% of estimated value and Clause 50.3 SD shall be 10% of the Annual Estimated Value.
15	51	PQB Tenders	Not applicable
16	52	Tenders involving Purchaser's and Pre-Production Samples	Not Applicable
17	53	EOI Tenders	Not applicable
18	54	Tenders for Disposal of Scrap	Not applicable
19	55	Development / Indigenization Tenders	Not applicable

Note A: The rates indicated against each item in Schedule A in Section VI: List of Requirements are on the Basis of Schedule of Rates of PWD (w.e.f. 01.12.2015) and the rates are inclusive of all charges towards materials, labour, transportation, insurance, loading/unloading, contractor's profit, applicable taxes **other than Service Tax** or any other input unless mentioned otherwise. Bidder has to quote their offer **as percentage at par / below / above the scheduled rates** in the Section: XI Price Schedule.

After quoting rates, any claim due to ignorance of site condition or on any other account shall not at all be considered.

Note B: **Lowest Bidder L1** shall be decided on the basis of Lowest average quoted rate for the 03 years. However, the work shall be awarded on individual year quote basis.

Note C: BRBNMPL reserves its right to conclude Parallel contracts, the contract may be awarded to the more than one contractor at lowest quoted rates decided by BRBNMPL. Consent of the Contractors other than L1 contractor may be obtained before placing work order to contractors other than Lowest quoted Contractor.

Section IV: General Conditions of Contract (GCC)

(For complete details please refer our website
www.brbnmpl.co.in)

1. Performance Bond / Security

- 1.1 To be submitted within twenty-one days after the issue of notification of award by BRBNMPL, the Contractor shall furnish performance security to BRBNMPL for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the Contractor, including the warranty obligations.
- 1.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
 - a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the same official of BRBNMPL as indicated in the clause NIT in reference to EMD.
- OR**
- b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Section-XV of this document.
- 1.3 In the event of any loss due to Contractor's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.
- 1.4 BRBNMPL will release the performance security without any interest to the Contractor on completion of the Contractor's all contractual obligations including the warranty obligations.

2. Inspection and Quality Control

- 2.1 BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the Contractor in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 2.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the Contractor or its sub-contractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Contractor to BRBNMPL's inspector at no charge to BRBNMPL.
- 2.3 If during such inspections and tests the contracted service fail to conform to the required specifications and standards, BRBNMPL's

inspector may reject them and the Contractor shall either replace the rejected services or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.

3. Performance Warranty

- 3.1 The Contractor warrants that the services under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The Contractor further warrants that the services supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 3.2 This warranty shall remain valid for One year after the services or any portion thereof as the case may be, have been installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract.
- 3.3 In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the Contractor.
- 3.4 Upon receipt of such notice, the Contractor shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or services thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.
- 3.5 If the Contractor, having been notified, fails to rectify / replace the defect(s) within a reasonable period, BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the Contractor.

4. Modification of contract

- 4.1 Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - (a) Specifications, drawings, designs etc. where goods or services to be supplied under the contract are to be specially manufactured for BRBNMPL,

- (b) Incidental services to be provided by the supplier
 - (c) Any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 4.2 In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- 4.3 **Option Clause/ Repeat Order Work:** BRBNMPL reserves the right to place the work order for increased quantity by 25% during execution of the contract. Also repeat order may be placed if required at a later date as per requirement. The optional quantity/ repeat orders may be placed at the same rates and terms of contract.
- 5. Extra items/ Items not covered in BOQ:**
During execution of job, if any additional item of work/ variation, deviation/ non-availability of item etc., is considered to be necessary, it shall have to be carried out by the contractor. The bill shall be settled as an extra work and shall be analysed as per actual cost of materials, manpower engaged, taxes/levies etc. plus 10% contractors profit and overhead. In case the item is available in the prevailing PWD/CPWD SR rates, the rate for the particular item shall be applicable for that item.
- 6. Taxes and Duties**
- 6.1 Contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the contracted goods to BRBNMPL.
- 6.2 Further instruction, if any, shall be as provided in the SCC.
- 7. Terms and Mode of Payment:**
Unless specified otherwise in SCC, the terms of payments would be as follows:
- a) The contractor shall not be paid any Mobilisation Advance or any Secured Advance.
 - b) Bill raised should have PAN, VAT (if any), Service Tax number printed over the bill.
 - c) Payment will be done as per actual work carried out. No payment shall be released against the extra materials brought to the site.
 - d) Service Tax as applicable shall be paid extra over gross bill value on claim and proof of payment shall be produced/ submitted to BRBNMPL, when asked for.
 - e) Undertaking for statutory compliance shall be submitted along with the Final bill.
- f) Statutory Deduction of taxes including ITDS, VAT and WCT shall be made at source as per rule and provisions.
 - g) Suitable deduction as deemed fit will be made for non-compliance in executing works as per schedule.
- 8. Running Account (R.A.) Bill & Final Bill**
- a) Contractor may submit Running Account Bill for each job card a minimum completed work value **as mentioned in the NIT.**
 - b) Bill shall be accompanied with detailed measurement sheet & Abstract of Cost. Measurement shall be given in the standard measurement sheet only with abstract for each Bill and final bill in the Soft copy as well as in the hard copy.
 - c) **Final Bill:** Final Bill should be submitted after completion of Work. And complying the following:
 - i) No Claim Certificate including no claim from the vendors/suppliers and compensation to the labour engaged for the works,
 - ii) Indemnity Bond is to be submitted along with the Final bill. Cost of Bond Paper is to be borne by the contractor,
 - iii) Deviation Statement vis-à-vis BOQ.
 - iv) Test Certificates for materials, if required, any other document required by BRBNMPL,
 - v) Site clearance,
 - vi) Undertaking for statutory compliance shall be submitted along with the Final bill.
- 9. Measurement of work:**
Measurement for the work done shall be taken jointly with BRBNMPL in the prescribed format.
- 10. Materials:**
- a) All materials are subject to inspection and approval of BRBNMPL. BRBNMPL shall reserve the right to reject any material when found not in conformity with specifications and terms and conditions of the Work Order in all respect.
 - b) Contractor has to submit copy of challan, invoice as a proof of purchase of items, as & when asked for.
 - c) Test certificate of items if asked should be submitted by the contractor. The cost for the same will be borne by the contractor.
- 11. Liquidated damages**
If the Contractor fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BRBNMPL shall, without prejudice to other rights and remedies available to BRBNMPL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC above shall also apply.

12. Delay and Extension of time

If in the opinion of the BRBNMPL, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Owner and not referred to in the schedule of quantities and/or specification or (e) by reason of Owner's instructions as per relevant clause hereof or (f) by reason of civil commotion (g) by reason beyond control of the Contractor in the opinion of the owner.

If the Contractor needs an extension of time for completion of the work, the contractor shall apply at least 02 (Two) weeks before the expiry of schedule date of completion furnishing the reasons in detail with complete justification. The contract shall remain in force even for the period beyond due date of completion irrespective of whether the contractor has applied for extension of time for completion unless the owner decides to terminate the contract. The delay for completion of work for any reason will not entitle the contractor to claim any compensation.

13. Termination for insolvency

If the Contractor becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to BRBNMPL.

14. Force Majeure

In the event of any unforeseen event directly interfering with the services/work arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BRBNMPL in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

In case due to a Force Majeure event BRBNMPL is unable to fulfill its contractual commitment and responsibility, BRBNMPL will notify the contractor accordingly and subsequent actions taken on similar lines.

15. Termination for convenience

BRBNMPL reserves the right to terminate the contract, in whole or In part for its (BRBNMPL's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BRBNMPL. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the Contractor's receipt of the notice of termination shall be accepted by BRBNMPL following the contract terms, conditions and prices. For the remaining goods and services, BRBNMPL may decide to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or to cancel the remaining portion of the goods and services and compensate the Contractor by paying an agreed amount for the cost incurred by the Contractor towards the remaining portion of the goods and services.

16. Code of Ethics

BRBNMPL as well as Bidders, Contractors, Contractors, and Consultants under BRBNMPL contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- d) "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.
- e) A particular violation of ethics may span more than one of above mentioned unethical practices.

17. Resolution of disputes

If dispute or difference of any kind shall arise between BRBNMPL and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its

occurrence, then, unless otherwise provided in the SCC, either BRBNMPL or the Contractor may seek recourse to settlement of disputes through arbitration as per The **Arbitration and conciliation Act 1996** as per following clause.

Arbitration

If both parties fail to reach such amicable settlement, then either party may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration. The arbitration proceeding shall be held in Kolkata and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English. Venue of arbitration shall be Kolkata. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavors to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration. The dispute shall be settled as per the Indian arbitration and conciliation act 1996. The appointment of arbitrator shall be from the panel submitted by the owner to the contractor.

18. Statutory Requirements/ Applicable Law and Insurance:

Contractor shall be responsible to fulfil all the obligations under various labour laws, such as Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Payment of Wages Act 1936; Payment of Bonus Act 1965; Payment of Gratuity Act 1972; ESI Act 1948; Employees Provident Funds & Miscellaneous Act 1952; Workmen's Compensation Act 1923 etc.

The contractor has to obtain insurance coverage to all his employees under 1) **Workmen Compensation Policy during the full tenure of the contract to address the liability under Workmen's Compensation Act 1923** and 2) **Contractors all risk (CAR) policy**. The same has to be submitted before commencement of work.

The contractor shall, throughout the contract period has to comply with relevant Central and State statutes, Ordinance or Laws and the regulations or byelaws of any local or duly constituted authority having jurisdiction over the contract work.

The contractor shall also bring to our notice and pay all fees, taxes, dues and contributions required to be given or paid under any Central or State Statutes, Ordinance or other laws or any regulations or bye laws of any local or duly constituted authority in relation to the contract.

The contractor shall be registered and / or obtain License (s) from the concerned authority as provided under various applicable acts and shall be directly responsible to such authorities for compliance with the provisions thereof. The company, as a principal employer, shall enforce the provisions of these acts, if found necessary. Any failure on

the part of the Contractor in this regard will be at his risk and consequences. The contractor shall indemnify the company from any claims, which may arise for any breach of the statutory requirements.

19. Secrecy

The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.

Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

Any breach of the aforesaid conditions shall entitle the owner to cancel the contract and to purchase or authorize the purchase of the services at the risk and cost of the Contractor. In the event of such cancellation, the services or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

The Contractor will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the licensing authority/ Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the Contractor in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, The Contractor shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labors and workmen due to any reasons whatsoever.

20. Site Clearance:

Proper site clearance including cleaning of the site, removal of debris on day to day basis, & disposal of unwanted materials at site shall be made by the contractor during execution of the work up to the satisfaction of the Engineer - in - Charge. Without proper site clearance up to the satisfaction of Engineer - in - Charge, payment cannot be released.

21. Refusal of works:

If the bidder fails or refuses to take up the job after opening the quotation and becoming successful bidder, due to any reason whatsoever or left the work in incomplete condition after starting the work, Security Deposit / E.M.D. will be forfeited and the party is liable for not being allowed for any tendering for a period as decided by the company/ any other action as deemed fit.

22. Responsibility against Damage Caused:

The contractor shall be responsible for any damage caused to the existing system/ property due to (i) Negligent Act (ii) Wrong Operation (iii) Mishandling by contractor's employees and contractor has to pay entire amount / charges for repair / replacement.

Section V: Special Conditions of Contract (SCC)

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

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

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

S. No	GCC Clause No.	Topic	SCC Provision
1.	10	Terms of Delivery	See Note A
2.	12	Insurance	As applicable.
3.	14	Incidental Services	Not applicable
4.	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	As applicable
5.	16.2	Warranty Clause	DLP applicable
6.	19.3	Option Clause	Not Applicable
7.	20.1	Price Adjustment Clause	Not applicable
8.	21.2	Taxes and Duties	As applicable
9.	22	Terms and Mode of Payments	Measurement for the work done shall be taken jointly with BRBNMPL in the prescribed format.
10.	23	Delay in the supplier's performance	In addition to GCC Clause no. 23, Add Note B.
11.	24	Quantum of LD	As specified
12.	25	Bank Guarantee and Insurance for Material loaned to Contractor	Not applicable
13.	33	Resolution of Disputes	Clause 33.2 Place of arbitration proceeding shall be Kolkata in place of New Delhi.
14.	36	Disposal / Sale of Scrap by Tender	Not applicable

Note A: A.1 Site Clearance: Proper site clearance including cleaning of the site, removal of debris on day to day basis, & disposal of unwanted materials at site shall be made by the contractor during execution of the work up to the satisfaction of the BRBNMPL. Without proper site clearance up to the satisfaction of BRBNMPL, payment cannot be released.

A.2: Refusal of works: If the bidder fails or refuses to take up the job after opening the quotation and becoming successful bidder, due to any reason whatsoever or left the work in incomplete condition after starting the work, Security Deposit will be forfeited and the party is liable for not being allowed for any tendering for a period as decided by the company/ any other action as deemed fit.

A.3: Responsibility against Damage Caused: The contractor shall be responsible for any damage caused to the existing system/ property due to (i) Negligent Act (ii) Wrong Operation (iii) Mishandling by contractor's employees and contractor has to pay entire amount / charges for repair / replacement.

Note B: Delay and Extension of time: If in the opinion of the BRBNMPL, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Owner and not referred to in the schedule of quantities and/or specification or (e) by reason of Owner's instructions as per relevant clause hereof or (f) by reason of civil commotion (g) by reason beyond control of the Contractor in the opinion of the owner.

If the Contractor needs an extension of time for completion of the work, the contractor shall apply at least 2(Two) weeks before the expiry of schedule date of completion furnishing the reasons in detail with complete justification. The contract shall remain in force even for the period beyond due date of completion irrespective of whether the contractor has applied for extension of time for completion unless the owner decides to terminate the contract. The delay for completion of work for any reason will not entitle the contractor to claim any compensation.

Section VI: List of Requirements

1. Sufficient Scaffolding items, Machineries, Tools & tackles should be arranged by the Contractor for proper execution of the work as per the requirement of the contract as per the Specification and satisfaction of BRBNMPL.
 2. Minimum Plants, Machineries, Tools & tackles are required to be provided to execute the work smoothly.
 3. Painting procurement schedule should also be submitted for our reference.
- Approximate/Indicative number of Block/Qtr. Details which are considered for Civil repair & Repainting are given below, however actual may vary as per requirement.

TOWNSHIP AREA
A - type - 14 blocks of 08 units
B - type - 23 blocks of 08 units
C - type - 32 blocks of 04 units
D - type - 16 blocks
Bank & Post Office
Old shopping
New shopping
Hospital
KV
Transit hostel
Staff Club
Kalakendra
CISF Wealfare
T.Sub-Station
Security kiosk - 2
NGO Barrack
CISF Barrack
CISF Cont.Room.
QM Store+Barber
T.Pump House
P.Guest House+Servent Qtr.
Watch Towers -6
Water Tanks -3
Garage - D Tye – 24 blocks
STP- I & II
Admin Building

PLANT AREA
Plant pump house
Fire Watch tower
Fire Station
Maint. Garrage
Fuel pump house
Sub-stn.- iv
F.R.S.
M.R.S.
D.G. Stn.
MSDS
welfare Canteen
Mini Press
AC Plant
Boundary Wall
Watch tower -5 nos
Maingate complex
Security kiosk
Court yard H/S
Court yard L/S
Plate Making
Entrance block Chq. Tiles
Main press
Cycle stand 6 Nos.
Water Tank

4. Schedule-A :

Indicative quantum of work under Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB).

Item No	Description of Work	Unit	A: Estimated Qty (For 3 years)	B: Estimated Average Annual Qty (B: A/3 – Indicative only)	Rate (Rs.)
1	Providing and applying two coats to give even surface of approved brand 100% premium Exterior Acrylic Emulsion, anti-fungal paint with silicon additive like Apex Ultima of Asian Paints/Weather coat All guard Premium Emulsion of Berger Paints/ Weather shield \Max of ICIC Dulux/Xtra Premium of Shalimar Paints with 7 years standard warranty as specified by the manufacturer of the paint or equivalent after application of one coat of approved Exterior Wall primer by using express painting airless painting spray machine on surfaces of the Outside Wall plaster surface, and all locations / heights of the buildings / parapet walls / rooftop areas at all levels including scaffolding, using roller, bye- works (scraping and cleaning the surface thoroughly using emery paper, wire brass on inaccessible areas , washing with express painting jet washer followed by one coat of bio wash and then washing the surface with water etc.) minor repairing of damaged wall with cement mortar in 1:6 / wall putty of best quality, holes, dents, cracks are to be fitted with only using mixture of cement and fine sand in ratio 1:3/wall putty, complete as per manufacturer's specification conforming to relevant clauses of BIS and approved brand preferably Berger / Asian Paint / Berger Paints/ICI Dulux paint etc. or equivalent brand and direction of Engineer-in-Charge. Measurement shall be done as per the Indian Standard code.	SQM	273374.85	91124.95	126.04
2	Providing and applying two coats to give even surface of approved brand 100% premium Exterior Acrylic Emulsion, anti-fungal paint with silicon additive having smooth finish, rich sheen on wall with crack bridging ability upto 2mm having DFT of more than 210 micron like Weather	SQM	12045.6	4015.2	142.04

	<p>Coat Tech guard system of Berger paints/Apex Ultima Protex of Asian Paints/Weather shield Power flex of Dulux/Wetherpro+ of Shalimar Paints or equivalent after application of one coat of approved Exterior wall primer like acrylic based weather roof guard of Berger paints/ dulux weather shield alkali bloc or equivalent having 10 years standard warranty as specified by the manufacturer of the paint by using express painting airless painting spray machine on surfaces of the Outside Wall plaster surface, and all locations / heights of the buildings / parapet walls / roof top areas at all levels including scaffolding, bye-works (scraping and cleaning the surface thoroughly using emery paper, wire brass on inaccessible areas , washing with express painting jet washer followed by one coat of bio wash and then washing the surface with water etc.) minor repairing of damaged wall with cement mortar in 1:6 / wall putty of best quality, holes, dents, cracks are to be fitted with only using mixture of cement and fine sand in ratio 1:3/ water proof wall putty, complete as per manufacturer's specification conforming to relevant clauses of BIS and approved brand preferably Asian Paint / Berger Paints/Dulux paint etc. or equivalent brand and direction of Engineer-in-Charge. Measurement shall be done as per the Indian Standard code.</p>				
3	<p>Providing and applying two coats to give even surface of approved brand of Weather Coat Clear Coat of Berger/Weather shield Tile of Dulux / or equivalent after application of one coat of weather coat sealer as priming coat with (5 Years Warranty) or equivalent . Work includes Removal of dirt and stains over stone surface at all locations / heights of the buildings / parapet walls / roof top areas at all levels including scaffolding, bye-works (scraping and cleaning the surface thoroughly using emery paper, wire brass on inaccessible areas , washing with express painting jet washer followed by one coat of bio wash and then washing the surface with water etc.JET WASHER and Coir Brush and Liquid Soap.</p>	Sqm	1000	333.33	110

4	Providing and applying two coats to give even surface of approved brand Acrylic emulsion (Tractor Emulsion of Asian Paints, Bison super Acrylic emulsion of Berger paints/ Rainbow(Promise interior) of Dulux/Superlac Acrylic emulsion of Shalimar Paints or equivalent paint by using Airless sprayer etc.) including minor repairing of damaged wall with cement mortar in 1:6 / water proof wall putty of best quality, holes, dents, cracks are to be fitted with only using mixture of cement and fine sand in ratio 1:3/wall putty, complete as per manufacturer's specification conforming to relevant clauses of BIS after application of one coat of approved brand primer surfaces on the Plastered / POP surfaces for the work at inside the room and all locations with all bye-works (scraping the surface thoroughly by using hand held sander) including scaffolding site clearing at all levels, all complete as per manufacturer's specification and direction of the Engineer-in-Charge.	SQM	79031.13	26343.71	76
5	Providing and applying two coats to give even surface of approved brand interior Acrylic emulsion (plastic paint) (Apcolite Advance of Asian Paints, Easy clean of Berger paints/ Dulux super clean of Dulux/Superlac stay clean of Shalimar Paints or equivalent paint by using Airless sprayer etc.) including minor repairing of damaged wall with cement mortar in 1:6 / holes, dents, cracks are to be fitted with only using mixture of cement and fine sand in ratio 1:3/ water proof wall putty, complete as per manufacturer's specification conforming to relevant clauses of BIS after application of one coat of approved brand primer (Deco prime of Asian paints/ Interior acrylic primer on the Plastered / POP surfaces for the work at inside the room and all locations with all bye-works (scraping the surface thoroughly by using hand held sander) including scaffolding site clearing at all levels, all complete as per manufacturer's specification and direction of the Engineer-in-Charge.	SQM	35311.60	11770.53	103.76

6	Providing and applying White Wash two coats over plastered surfaces of the work using stone lime, gum, indigo(blue) etc. inside the room and all locations with all bye-works (scraping the surface thoroughly) scaffolding all complete as per manufacturer's specification and direction of the Engineer-in-Charge	SQM	110210.1	36736.7	22.4
7	Providing and applying two coats to give even surface of approved brand Royale enamel water based with royale enamel base coat for wood and metal surfaces/ Dulux satin enamel Paint of reputed brand like Asian, Breathe easy of Berger Paints or equivalent approved make like satin stay bright of DULUX/J&N etc. after application of one coat of wood / metal primer surfaces of the wooden / steel frames, windows, ventilators, railing etc. and all locations with all bye-works (scraping the surface thoroughly) including site clearing complete as per manufacturer's specification and direction of the Engineer-in-Charge.	SQM	78640.8	26213.6	120
8	Providing of POP on fresh surface of wall (thickness not less than 1.5mm) with all bye-works complete	SQM	9723	3241	64
9	Providing French Polishing to wood work including preparing surface on new as well as old surface including complete removal of the old polish. French polish shall be of an approved make conforming to I.S. 348. It has to be prepared on site. The polish shall be made by dissolving 0.7 shellac in 4.50 liter of methylated spirit without heating to obtain required shade pigment may be added and mixed.	SQM	3714.24	1238.08	563
10	Providing and applying two coats to give even surface of approved brand Royale enamel water based with royale enamel base coat for 15mm / 20mm dia. GI pipe line surfaces / Dulux satin enamel Paint of reputed brand like Asian, Luxol Enamel paint of Berger Paints or equivalent approved make like DULUX/J&N etc after application of one coat of metal primer at all locations with all bye-works (scraping the surface thoroughly) including site clearing complete as per manufacturer's specification and direction of the Engineer-in-Charge. .	RM	33351.15	11117.05	15

11	Providing and applying two coats to give even surface of approved brand Royale enamel water based with royale enamel base coat for on 110mm / 150mm dia. CI pipe line surfaces / Dulux satin enamel Paint of reputed brand like Asian, Luxol Enamel Paint of Berger Paints/ Shalimar or equivalent approved make like DULUX/J&N etc. after application of one coat of metal primer at all locations with all bye-works (scraping the surface thoroughly) including site clearing complete as per manufacturer's specification and direction of the Engineer-in-Charge.	RM	14353.5	4784.5	35
12	Providing and making arrangement for working at heights for repainting works for water tanks including rope ways, scaffolding, all safety precautions etc.	each	10000	3333.33	4
13	Dismantling of all type of masonry Brick wall stacking serviceable materials at site and disposal of same upto a lead of within 1.00 km as per the instructions of the Engineer-in-Charge.	Cu M	64.8	21.6	451
14	Dismantling of all type R.C.C. including cutting rods stacking serviceable materials at site and removing disposal of same upto a lead of within 1.00 km. as per the instructions of the Engineer-in-Charge.	Cu M	40.30	13.43	2025
15	Stripping off worn out plaster including top of parapet wall concrete and raking out joints of wall, ceilings etc. with necessary scaffolding works upto any height and in any floor including removing and re-fixing of electrical wire if any, and disposal of rubbish anywhere within the compound of same up-to a lead within 2.00 km. as direction of the Engineer-in-charge..	Sq M	59230	19743.33	19
16	Providing 1 st class Brick work in cement mortar 1:6 (1 cement: 6 Sand) proportion in Super structure wall/parapet wall etc. at any location all lead and height including curing, scaffolding with all bye-works as per drawing, specification and direction of the Engineer-in-charge with approved bricks of class designation – 50.	Cu M	64.5	21.5	5728
17	Supply and applying decorative cement based paint of approved quality after preparing the surface including scraping the same thoroughly (plastered or concrete surface) as per manufacturer's specification one coat on new surface. (This item will be considered for the area more than 05 sqm of each patch work.)	Sq M	75070	25023.33	37

18	Providing casting/laying of Plain cement concrete (1:1.5:3) for jacketing in RCC columns, Chhajja & other concrete surfaces of concrete grade M-20 (1 cement: 1.5 fine aggregate: 3 coarse aggregate) nominal mix, using 20mm. downgraded stone aggregate with necessary chicken wire mesh for chhajja repair works excluding cost of shuttering and reinforcement, all bye works complete as per drawing and curing the concrete using gunny bags till it attains its maximum strength in column as per drawing, specification, with Extra rate for using water proofing and plasticising admixture @ 0.2% by weight of cement (or at manufacturer's specified rate) for concrete of various grades and instruction of the Engineer- in- charge.	Cu M	120.6	40.2	6254
19	Providing brick flat soling using picked jhama bricks including ramming and dressing bed to proper level and filling interstices.) with sand	Sqm	460	153.33	362
20	Providing 15mm thick Cement plaster 1:6 (1 Cement : 6 Sand) including scraping of old and damaged plastering with all bye-works curing, scaffolding at all height complete in all respect.	Sqm	8360	2786.67	160
21	Providing 20 mm. Thick cement plaster 1 : 6 (1 Cement : 6 Sand) including 2% approved water proofing compound as per manufacturer specification of Pidilite or Cico to cement mortar for plastering work with all bye-works curing, scaffolding complete at all heights and specification as per direction of the Engineer-in-charge.	Sq M	59230	19743.33	182
22	Supply, fabricating and fixing in position Steel reinforcement for jacketing of columns, coping and chajja etc. at all levels and positions including cost of steel, transport, straitening, cutting, bending, cranking, binding (with 1.626 mm. Black annealed wire), welding etc. as per drawings, specifications and direction including cost of binding wire, labour etc. all complete for reinforced concrete work as well as pre-cast concrete element work (chairs and space bar shall be measured and paid for). Using HYDS (Fe-415) bars.	MT	23.02	7.67	61831

23	Providing, fixing and striping off all types and shapes of wooden Shuttering for all R.C.C./PCC works not covered in respective items including propping, scaffolding, centering true to line and level firmly with bolts separators tension devices etc. at any depth and heights complete as per the drawing, specifications and the instruction of the Engineer- in- Charge.	Sq. M	1447.2	482.4	343
24	Cleaning the concrete surface by removing dirt and debris, marking defective locations and removing loose concrete by careful stripping until hard surface is exposed, cutting the concrete to regular shape, wire brushing the exposed surface and removing debris from site complete as per direction of the Engineer - in - Charge.	Sq. M	4800	1600	96
25	Cleaning the exposed reinforcement preferably upto full diameter by wire brush, applying two coats of polymer based rust removing compound left for 24 hours, removing the coating and then applying two (2) coats of polymer modified anti corrosive protective coating formulated to inhibit the corrosion of reinforcement as per manufacturer's Specification.	Sq. M	4800	1600	915
26	Applying epoxy based reactive joining agent for joining the old concrete with fresh concrete to be applied within manufacturer's specified time as per manufacturer's specification. (0.4 Kg / m ² of concrete surface).Note: Applicable only when the full diameter of reinforcement steel is exposed.	Sq. M	4800	1600	356
27	Applying 2 coats of bonding agent with synthetic multi functional rubber emulsion having adhesive and water proofing properties by mixing with water in proportion (1 bonding agent : 4 water : 6 cement) as per Manufacturer's specification [Cement to be supplied by the Department]	Sq. M	59230	19743.33	97
28	Applying 2 coats of Non-Toxic Acrylic Polymer modified Paint having adhesive & waterproofing properties by mixing in proportion (1 liquid: 4 cementitious material) or as per manufacturer's specification for water proofing layer in water tank etc. (No Departmental Cement is required)	Sq. M	4800	1600	299

29	Supplying, fitting & fixing UPVC pipes A-Type and fittings conforming to IS:13592-1992 with all necessary clamps nails, including making holes in walls, floor etc. cutting trenches in any soil through masonry, concrete structures etc if necessary and mending good damages including joining with jointing materials (Spun Yarn, Valamoid/Bitumen/M-Seal etc) complete.				
a	75 mm dia, UPVC Pipes	RM	548	182.67	216
b	110 mm dia, UPVC Pipes	RM	1436	478.67	291
c	75 mm dia Bend 87.5 degree	Each	687	229	96
d	110 mm dia Bend 87.5 degree	Each	717	239	162
e	75 mm dia shoes	Each	697	232.33	88
30	Plaster to concrete wall, floor, ceiling etc.) , 20 mm thick With 1:4 cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary .[Excluding cost of chipping over concrete surface]	Sqm	5300	1766.67	191.00
	Items to be operated on priority in 2017-2018			Qty for 2017-18	Rate (Rs.)
31	Supplying & fixing Wood work in door & window frame including painting With local Sal.	Cum.		4.50	83652.00
32	Providing Casting/Laying of P.C.C. /R.C.C excluding cost of shuttering & reinforcement P.C.C. of grade 1:2:4.	Cum		9.00	5024.00
33	Providing Casting/Laying of RCC shelves (1:1.5:3) with steel reinf. Upto 1%, with 10 mm cement sand plaster (1:4) up to 40 mm thick with 37.5 mm thick (Water tank cover - 04nos.)	Sqm		81.36	1014.00
34	Supplying & fixing Panel shutters of door and window, as per design (each panel consisting of single plank without joint), including fitting and fixing the same in position but excluding the cost of hinge and other fittings. In ground floor. (35mm thick shutters with 19mm thick panel of size 30 to 45 cm.) With Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak.	Sqm.		108.00	3144.00

35	Supplying & fixing M.S. Tower bolt (225X10)mm (Iron Socket Bolt) for door.	Each		72.00	87.00
36	Supply & fixing of MS but hinges fixed with steel screw ISI Mark of size 100 x 58 x1.9 mm .	Each		216.00	52.00
37	Supplying & fixing of Rubber buffer size 40 mm. to shutters/walls. (door)	Each		72.00	11.02
38	Supplying & fixing of M.S. Aldrop (300X16) mm (door).	Each		72.00	193.00
39	Supplying & fixing of Al. Grip handle with base plate 225 mm.x 16 mm. (door - 2 x 4)	Each		144.00	202.00
40	Supplying, Fabricating, fixing - MS Angle, Flat ,weld mesh, Sections etc. including MS items (Kitchen Door Frame).	Kg		1,800.00	100.06
41	Supplying & fixing of Partition of Commercial ply excluding supporting Framework including necessary wooden battens Supplying & fixing 19 mm. (Almirah ply)	Sqm		432.00	1518.00
42	Supplying & fixing of Anodised Aluminium 75 x 63 x 3.2 m.m.Hinges (Almirah Shutter)	Each		864.00	72.00
43	Supplying & fixing C.P. brass coat hooks. (Set of Two hooks fixed on one wooden block)	Each		144.00	100.34
44	Supplying & fixing of Al. Tower bolt (150 x 10 mm.). (Almirah)	Each		144.00	73.00
45	Supplying & fixing of Al. Grip handle with base plate 100 mm.X 10 mm. (Almirah door - 8 x 2)	Each		288.00	79.00
46	Supplying & fixing of Hasp & staple Aluminium (125 mm). (Almirah)	Each		144.00	115.88
47	Supplying and fixing following approved brand C.I. clamps including cutting hole & mending good For GI pipes (15 to 25 mm. dia.)	Each		432.00	32.00
48	Supplying & fixing of Cloth line (H - Shaped of size 35X 6 mm MS flat with one pair of coat hook fixed on wooden block including painting (Kitchen back side)	Each		144.00	157.50
49	Supplying & fixing of Curtain rod of 20mm hollow anodised Al pipe. with wooden brackets including painting, (doors & windows)	RM		2,160.00	289.73

50	Supplying & fixing in position approved quality teak wood Medicine Chest of approx. size 400 X 325 X 160 mm made out of approved quality teak wood planks of 12 mm thick, shelves & shutter with 12 mm thick and rear with 6 mm thick teak veneered ply including arrangements for hanging/fixing to walls, fittings such as piano type hinges, ball catchers, brass knob etc. as per drawing, complete with all bye works. This include inside painting and outside polishing complete in all respect.	Each		144.00	1545.20
51	Supplying & fixing brass ball catcher double spring of approved manufacturer and superior quality with brass screws with all bye works complete in all respect.	Each		144.00	38.46
52	Supplying, fitting and fixing gunmetal wheel valve of approved brand and make tested to 21 kg per sq. cm. (for water lines only). 20 mm. dia. (Over head tank)	Each		288.00	738.00
53	Supplying and fixing brass ferrule including connection with G.I. pipes of TATA make of following dia. and upto 450 mm long with screw, jamnut. Sockets etc., complete in all respect, including cutting trenches in all sorts of soil and filling up the trenches as per direction of the Engineer - in - Charge.				
a	- do - with 20 mm dia	Each		18.00	1494.00
b	- do - with 15 mm dia	Each		36.00	1102.00
54	Supplying & laying/fixing "B" class (medium quality) G.I.Exposed pipe 15 mm. dia (inside plumbing work)	Rm		2,160.00	220.00
55	Supplying & laying/fixing "B" class (medium quality) G.I.Exposed pipe 20 mm. dia. (out side plumbing work)	Rm		6,480.00	260.00
56	Supplying & laying/fixing "B" class (medium quality) G.I.Exposed pipe 32 mm. dia. (Supply water line)	Rm		1,080.00	408.00
57	Supply, fitting & fixing of CP Bib Cock short body (eqInt, to code no. 511 & model no. - Tropical / sumthing special of ESSCO or similar brand	Each		720.00	689.00

58	Supply, fitting & fixing of CP Stop Cock (eqInt, to code no. 513(A) & 513(B) model no. - Tropical / sumthing special of ESSCO or similar brand	Each		576.00	629.00
59	Supplying & fixing C.P. Pillar cock code 507 of ESSCO (Bath room basin)	Each		144.00	713.00
60	Supplying, fitting and fixing 10 litre P.V.C. low-down cistern conforming to I.S. specification with P.V.C. fittings complete C.I. brackets including two coats of painting to bracket etc.	Each		144.00	1181.00
61	Supplying fitting and fixing 32 mm dia. Flush Pipe of approved make with necessary fixing materials and clamps complete, i) Polythene Flush Pipe - 900 mm long	Each		144.00	181.00
62	Supplying fitting and fixing approved brand P.V.C. CONNECTOR white flexible, with both ends coupling with heavy brass CP. nut, 15 mm dia. - 450 mm long	Each		144.00	96.00
63	Supplying and fixing following approved brand 750 mm. waste pipe-basin, sink with C.P. brass Coupling	Each		288.00	378.00
64	Supplying best Indian sheet glass panes set in putty and fitted and fixed with nails and putty complete. (In all floors for internal wall & upto 6 m height for external wall)	Sqm		720.00	615.00
65	Supplying & fixing of Aluminium heavy type beads (9.5x9.5x 0.80) (U - channel window)	Rm		2,160.00	67.00
66	Supplying, fitting and fixing C.I. round grating.- 100 mm	Each		288.00	73.00
67	Supplying and fixing following approved brand W.G.V.C. wash basin (45 x 30) cm .	Each		36.00	1,374.00
68	Fixing 20 mm th. Kota Stone Soap Rack (200X200)mm	Each		144.00	96.53
69	Supplying & fixing fixtures including cost of all accessories, excavation, backfilling, W.G.V.C. Orrisa type WC (530x410)	Each		36.00	1,907.00
70	Supplying & fixing fixtures including cost of all accessories, excavation, backfilling, W.G.V.C. 'P' / 'S' trap	Each		36.00	690.00

71	Supplying C.I. plain short piece 100mm dia. 6mm th. 300 mm length	Each		36.00	607.00
72	Supplying & fixing approved quality CI brackets for Wash basin.	Each		72.00	167.00
73	Supplying and fixing following approved brand White Glazed Vitreous China sink (610x450x200)mm	Each		36.00	6,297.00
74	Metallic magic eye of approved quality fitted and fixed complete	Each		144.00	61.00
75	Supplying & fixing of Approved quality rubber shoes with screws For Single type Al. Door Stopper.	Each		864.00	11.54
76	Supplying and fixing following approved brand CP brass heavy quality waste fitting 32 mm. dia. for wash basin.	Each		144.00	245.00
77	Supplying and fixing following approved brand CP brass heavy quality waste fitting 40 mm. dia. for sink	Each		144.00	307.00
78	Renewing steel plated or oxidised casement stay or peg stay of steel window frames including painting two coats with approved paint complete.	Each		2,016.00	82.00
79	Renewing two point steel plated or oxidised handle of steel doors and windows as directed including painting complete.	Each		1,728.00	77.00

Note: 1. Quantities mentioned in the schedule of items is 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, if required.

2. Item at sl. No. 31 to 79 are proposed to be operated for rehabilitation work for 144 B-Type quarters and to be carried out in the year 2017-18.

Section VII: Technical Specifications

Scope of Work:

1. Repainting and Civil Repair works in both Township and Plant area will be carried out by placing Job Cards.
2. The schedule of Items provided is indicative one. Any / all item(s) may / may not be operated. Contractor shall not have any claim for the same.
3. Any additional work required to be carried out with items not appearing in Price schedule shall be done with rates AS PER of WB-PWD/CPWD (w. e. f. 01.12.2015)
4. Experienced Engineers/supervisor who knows the job must be deputed for supervision for Repainting and Civil Repair works. In case of non-compliance suitable deductions will be made from the bill.
5. Contractor should execute the work following the West Bengal Public Works Specification and as advised by the Engineer-in-Charge of BRBNMPL.
6. The Paint items should confirm to the manufacturers' standard brands as mentioned in the Price Schedule.

Payment Terms and Conditions:

- a) Contractor after satisfactory completion of work has to submit measurement sheet along with the bill.
- b) Before submission of Bill contractor should ensure the complete site clearance.
- c) Total quantity of work will be reflected only after completion of the job in total, as offered through the "Job-card" and the bill shall be produced based on the actual work done. Payment will be done as per actual work certified by Maintenance Section/BRBNMPL.
- d) Bill for jobs carried out during any specified month shall be claimed within first week of the next month along with copy of measurement sheet and original job card issued during the month.
- e) Service Tax liability should be billed and will be payable as per rule.
- f) Service Tax as applicable shall be paid additional, over and above the gross bill value and Contractor has to submit the copy of deposit challan to the BRBNMPL when asked for.
- g) Statutory deductions of taxes shall be made at source.

Measurement of Works:

Bill should be supported with detailed measurement sheets in standard format with Abstract of cost in the standard measurement sheet (LXBXD) format only with abstract for each Bill and final bill in the Soft copy as well as in the hard copy mentioning quantities, Rates and total bill value including taxes if any.

Material:

BRBNMPL shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions. The materials should be as per BIS specification. The materials used shall be of ISI marked and standard as recommended by the competent authority, unless otherwise specified and directed. **Manufacturer test report should be submitted by the Contractor regarding quality of the items procured. Also necessary Warranty Certificate from the paint manufacturer (7years/10years) to be submitted after completion of work.** Contractor has to submit bill / invoice of each purchased material on demand. In case any item is not covered by this list or in case of non-availability of listed brands, the best quality material shall be used with prior approval from the Engineer-in-charge.

Section VIII: Quality Control Requirements/Declaration by the tenderer

[Contractor/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 has been submitted as per given format *_(Section XI: Price Schedule Bid)_* in separate sealed envelope.
4. Payment terms are accepted as per tender conditions.
5. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments. All materials should be got approved by BRBNMPL before using at site. Any material is subject to verify from the Laboratory at contractor's risk & cost.
6. No material will be allowed to use without taking prior approval from BRBNMPL.
7. Contractor has to submit challan / invoice for the entire item procured for the work with Material Exit Gate pass from the manufacturer / Dealers' outlet / Factory.
8. The Painting items should confirm to the manufacturer brand names as mentioned in the BOQ. Paints should be of Approved make of any of the following brands, Asian Paints/ Berger / Dulux / Shalimar/J&N Paints or equivalent approved make.
9. Painting should be carried out by using mechanical equipment like Jet washer, Long/Hand held Sander machines, mixture Machines, Airless sprayer machine, Auto Roller, painting brush. All safety gadgets like safety belts, helmets and safety goggles should be used while carrying out civil repair and painting works including working at height. Safety of the workers is of prime importance and should not be compromised.

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:

1. **Minimum qualification:** The bidder /contractor should have work experience and in the business of Civil Construction/ Civil repair, repainting and maintenance works of Buildings. Also the bidder should be currently in business and in sound financial condition.

2. **Eligibility Criteria:**

The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below (in Part-I):

- i) DD for cost of Tender document.
 - ii) Status of the Firm with copy of Registration / deed (Proprietorship / Partnership / Limited etc.).
 - iii) Copy of EPF Registration.
 - iv) Proof of VAT Registration No. (If not registered WC Tax (STDC) will be deducted from total contract value)
 - v) Copy of Service Tax Registration.
 - vi) Copy of Income Tax PAN.
 - vii) Financial Turnover Certified by Chartered Accountant for the last 03(three) Financial Years as per format enclosed at Annexure-A and NEFT details as per Annexure-B.
 - viii) Profit and Loss account Certified by CA for last 03 (three) Financial Years i.e. for the FY: 2013-14, 2014-15 & 2015-16,
 - ix) Audited Balance sheet of last 03 (three) Financial Years i.e. for the FY: 2013-14, 2014-15 & 2015-16.
 - x) Income Tax Return of last 03 (three) Financial Years i.e. for the FY: 2013-14, 2014-15 & 2015-16.
 - xi) Work experience details to be filled in the form of Annexure-C enclosed. The works submitted may be verified during Technical bid evaluation as per requirement.
 - xii) Submission of list of technically qualified and experienced personnel (**Minimum Diploma Holder in Civil Engineering -05 Years' experience**) for the execution of job.
 - xiii) The Average annual financial turnover of the tenderer during the last 03 (three) Financial Years ending 31st March 2016 should be 30 % of estimated value i.e. **Rs.115.80 lakhs or more**. However, bidder should not have suffered any financial loss for more than one year during the last three years. The net worth of the firm should not have eroded by more than 30% in the last three years.
3. Copy of Credentials for compliance as 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. This should be of last 7 years ending last day of the month previous to the one in which tenders are invited as per either of the following: -

Three similarly completed works each costing not less than the amount of value of 40% of estimated value i.e. **Rs.154,40,000/-** in the last 07 years up to **30/04/2017**.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value i.e. **Rs.193,00,000/-** in the last 07 years up to **30/04/2017**.

OR

One similarly completed works costing not less than the amount of value of 80% of estimated value i.e. i.e. **Rs.308,80,000/-** in the last 07 years up to **30/04/2017**.

The completion certificates of works shall be issued by Executive Engineer or equivalent in case of CPWD / PWD or Asst. General Manager or equivalent level in case of Government Department / PSU or any commercial Bank. Any deviation in the certificates may not be accepted.

4.
 - a) All the copies of above certificates / documents shall be duly signed with seal by the Authorized person of the firm.
 - b) Power of Attorney / Authorization with the seal of the company in the name of the person signing the Tender Documents.
 - c) Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
 - d) A set of Complete Tender document duly signed by authorised bidder.**
5. The bidder should submit credentials in compliance with the above eligibility criteria. These are the essential qualifying criteria for evaluation. The bidders are also advised to produce all the original documents as mentioned above, if requested, for our verification. The originals of all the above-mentioned documents will be returned back after verification

Important:

1. Please note that the contractors who have worked earlier with BRBNMPL, Salboni 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.

Section X: Tender Form
Pro forma of Technical Bid (Part-I)

Company Name,.....

Date:

.....

To:

The General Manger
BRBNMPL, Note Mudran Nagar
Salboni.

Dear Sir,

Subject: Proforma of Technical bid (Part-I) for Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB).

Reference: Your Tender No.:002/SAL/CIVIL/2017-18, Dated: 03/05/2017

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. Status of the Firm with copy of Registration as proof,
 - b. Proof of EPF Account Number,
 - c. Proof of VAT Registration No.,
 - d. Proof of Service Tax Registration No.
 - e. Proof of PAN No.
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. The works submitted may be verified during Technical bid evaluation as per requirement.
 - c. Authorized Applicator Certificate from the Manufacturer.
 - d. Audited balance sheet for previous 03 (three) Financial Years i.e. FY: 2013-14, 2014-15 & 2015-16.
3. Cost of Tender form, shall be Rs.750/- (Rupees Seven hundred & Fifty only) incase tender documents being taken from Civil Section, else Rs.500/- (Rupees Five hundred only) incase downloaded from website (Non-Refundable) is also enclosed as per details DD No.Dated
4. We confirm that the Price bid is quoted exactly as per your format and is inclusive of material, labour and all statutory levies, duties, **other than service tax** & all other charges as per Scope of work. Price break up is given as per the format of BOQ (Bill of Quantities). It is separately sealed in envelop-2 and attached herewith.
5. 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 tender form cost.
6. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
7. 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.
8. 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 tender document.

9. We agree to keep our tender valid for acceptance for a period up to **120 days** extendable up to another 30 days as per tender conditions.

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: Tender document without signature & essential document is liable for rejection at any stage.

Section XI: Price Bid- Schedule –Part-II Bid

From:.....
.....

To:
The General Manager
BRBNMPL,
Salboni (WB) – 721132.

Dear Sir,
SUB: SUBMISSION OF PRICE BID-Part-II
REF: Your Tender No: 002/SAL/CIVIL/2017-18

With reference to your Tender enquiry cited above, we are pleased to enclose the following as our Price Bid (Part-II) in separate sealed cover for your kind consideration.

Schedule Cost of Work (Indicative only) :

Schedule A - Rs 11,58,00,000/- (Indicative value for 3 years)

Schedule No.	Brief Description of Goods / Services	Estimated Annual Value (Indicative Only)	Rate quoted as percentage at par / below / above the Schedule-A of Quantities Item No 1 to 79	
A	Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB). As per Schedule-A at Sl.No.4 –Section VI-Item No 1 to 79	Rs 3,86,00,000/- (Rupees Three Crore Eighty Six Lakhs only) per Annum	(a)1 st year	
			(b)2 nd year	
			(c)3 rd year	
			Average for 3years: (a+b+c)/3	
1. Service tax extra as applicable (Current rate – 15% on 70% Value) In addition to the above. On introduction of GST, taxation shall be calculated as per the new rule and will be paid as per actuals.				

Note: 01. The Percentage Quoted is applicable to all Schedules of items.

02. The bidder has to quote % of rate correctly, precisely & distinctly in figures as well as in words i.e. above or below or at par on the schedule of rates entered in the Bid. The quoted percentage rate in words shall prevail over rates quoted in figures. The computation of amounts shall be accurate & in line of your % rate offer. The Bid value in words shall prevail & will be treated as conclusive offer.

2. *The quoted rates are inclusive of all charges towards materials, labour, transportation, insurance, loading/unloading, contractor's profit, applicable taxes like VAT/WCT other than Service Tax or any other input unless mentioned otherwise.*
3. *Lowest Bidder L1 shall be decided on the basis of Lowest average quoted rate for the 03 years schedule-wise. However, the work shall be awarded on individual year quote basis.*
4. ***Service Tax will be paid separately as applicable.***
5. ***On introduction of GST, taxation shall be calculated as per the new rule and will be paid as per actuals.***
6. *The rates are quoted with all awareness of the site conditions and after going through the tender documents in details.*

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

Thanking you
Yours faithfully,

For & on behalf of

(Signature with date)
(Name and designation)

Duly authorized to sign tender for and on behalf of

Signature with date.

Name:

Seal of
Agency/Firm:

Note: Tender document without signature & essential document is liable for rejection at any stage.

Section XII: Questionnaire

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.	Particulars	Information to be furnished by the bidder
01	Name of the Firm	
02	Name of Contact person	
03	Mobile No.	
04	Email ID	
05	Address for all correspondence with Telephone / Fax. No.	
06	DD for cost of Tender document to be enclosed with Technical bid (Part-I)	Rs. DD No.: Date:
07	Type of Organization (Partnership / Sole Proprietorship / Private Limited / Limited)	
08	Copy of Registration / Affidavit to be enclosed.	
09	Income Tax PAN Card Number (Copy of PAN Card to be enclosed)	
10	Service Tax Registration No. (Copy of Registration & last Challan to be enclosed)	
11	VAT Registration Number (Copy of Registration & last Challan to be enclosed)	
12	Provident Fund Registration Number (Copy of Registration & last Challan to be enclosed)	
13	Turn over for last three Financial Years (Copy of CA certified Profit & Loss Account, Balance Sheet to be enclosed)-Annexure-A and NEFT details as per Annex.-B along with Cancelled Cheque	FY: 2013-14 FY: 2014-15 FY: 2015-16
14	Income Tax return for last three Financial Years (copy of IT returns to be enclosed)	FY: 2013-14 FY: 2014-15 FY: 2015-16

Sl. No.	Particulars	Information to be furnished by the bidder
15	Experience in the field of Similar Nature of Works (<i>Annexure- C</i>). (Copy of Work Order with PRICE SCHEDULE & Completion Certificate / Payment Certificate <i>to be enclosed</i>) and Technical Personnel details –Annexure-D.	
16	Undertaking for submission of CAR (Contractors' All Risk Policy) and Workman's Compensation Insurance Policy <i>on award of work</i>	
17	Any Civil Suit / Litigation arisen/ pending in any contract undertaken. (if yes, please furnish the details)	
18	Whether the Company / Firm was banned or de-listed by any Department of Govt. or quasi Govt. Agencies or PSUs in last 05(five) years (declaration on your <i>letter head to be enclosed</i>)	
19	Any other relevant information, the bidder would like to furnish in connection with its credentials. (Details in separate sheet)	
20	Are you currently registered with the (DGS&D), and/ or (NSIC), New Delhi.	
21	Complete set of tender document with all supporting documents duly filled, signed and stamped <i>attached</i> .	

It is certified that the information furnished in the above are true. I / We undertake that in the event of any information found to be false and / or inadequate, our tender shall summarily be rejected and the Security deposit amount shall be forfeited without any reference to us.

Date:

Signature of the Bidder with Date

Place:

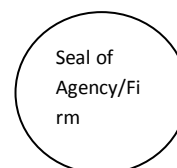
Seal of the firm

.....
(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 Deposit.

(To be submitted on award of Work Order in this BG form or DD in place of B.G.)

_____ [Insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date: -----

Performance Guarantee No. _____

1. WHEREAS (name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").
2. AND WHEREAS it has been stipulated by you in the said contract that the supplier 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:
3. AND WHEREAS we have agreed to give the supplier such a bank guarantee;
4. NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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.
5. We hereby waive the necessity of your demanding me said debt from the supplier 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 supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
6. 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 date of completion of all contractual obligation of the contractor, including the warranty obligations 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.

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 Supplier:
2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL
3. Supplier's Tender No. dated and subsequent communication(s) No. dated (If any), exchanged between the supplier 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' Authorization 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:

b)

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

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

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
- (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:

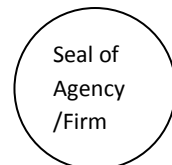
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened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

For and on behalf of

(Name and address of the supplier)
.....
(Seal of the supplier)

Date:

Place:



Section XIX: Proforma of Bills for Payment
(To be submitted by contractor's on their letter Head)

Name and Address of the Firm:

Bill No: Dated:.....

To
The General Manager,
B.R.B.N.M. (P) Limited,
Salboni - 721132.

Invoice / Bill No. & Date	
PAN No.	
TIN No.	
VAT No.	

Subject: Submission of Bill for payment.

1.	Work Order No & Date :				
2.	Work order amount: Rs.				
3.	Type of bill:(R/A / Final) Bill:				
4.	Area of work:				
5.	Starting date of work :				
6.	Schedule date of completion:				
7.	Actual date of completion :				
8.	Reasons for delay :				
9.	Liquidated damage (if any) : (For any delay beyond specified schedule time period)				
10.	DLP Period:				
11.	Security Deposit: Rs				
12.	Any other details/Remarks:				
13.	Abstract of Cost				
Sl. No.	Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)

	Total amount: (A)				
	Service Tax @ 15% on 70% of (A): (B)				
	Total Bill Value (A+B)= (C)				
(In words.....)					

Note: Separate Detailed measurement sheet in LBD format to be attached along with this bill.

7. (Strike off not applicable items). *On introduction of GST, taxation shall be calculated as per the new rule and will be paid as per actuals.*

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Signature with name and Stamp of Contractor / Agency



SECTION XX: PRE-CONTRACT INTEGRITY PACT

Tender No.: **002/SAL/CIVIL/2017-18**

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

(Revised as on 7th November 2013)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ (date of tender submission) day of the month of _____ between on one hand, BRBNMPL through **Sri. R. Natarajan, Deputy General Manager**, Site Office, **Salboni** 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 _____ (Vendors’ Name)** represented by _____ (Authorized Signatory Name) 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 propose to carryout **Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB)** and the BIDDER / SELLER is willing to offer / has offered to carryout **Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB)** 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 (Technical)/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 I 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 2% of the total value of the contract as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

Bank Draft or a Pay Order in favour of Bharatiya Reserve Bank Note Mudran Private Limited. 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 shall be valid for 45 days beyond the final tender validity period. 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) Any letter of credit, including revolving Letter of Credit, opened by buyer, shall be rendered infructuous from the date of advice of violation by buyer.
- 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 lower price than that offered in the present bid in respect of any other customer in India, 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 of these entities at a lower price then 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:-

Name: V.SANTHANA RAMAN, E-mail: v.santhanaraman@gmail.com

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 nonbonding 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, IPC/PC Act 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 It 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 conclusion of the tender. 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 Salboni on _____ (date of tender submission).

BUYER (BRBNMPL, Salboni)

Name of the Officer: Sri. R. Natarajan,

Designation: Deputy General Manager,

BIDDER ()

“Authorised signatory of the Bidder”

Witness (Name & Sign)

1. _____

2. _____

Witness (Name & Sign)

1. _____

2. _____

Checklist: Checklist for Tenderers

Check List for Tenderers	
Please ensure that	
1	<p>The First sealed cover should contain :-</p> <ul style="list-style-type: none"> a) Section: VI - List of Requirements and Section: VII - Technical Specifications signed and stamped on each page. b) Section VIII - Quality Control Requirements/ Compliance statement by Tenderer to be filled & signed. c) Proforma of (Section X: Tender Form), Section: XII: Questionnaire is to be completely Filled & signed. d) Documents in support of Qualification/ Eligibility criteria (Section IX) etc. e) Copies of Professional Tax, Service Tax, PF Registration etc. to be submitted. f) Copies of Entire Set of Tender Documents (Including GIT, SIT, GCC and SCC) duly signed and stamped to be submitted in token of acceptance of Tender Conditions. g) Cost of Tender form: Rs.500/- (if directly downloaded from website), Rs.750/- (if obtained from Civil Section, BRBNMPL, Salboni) h) EMD as mentioned in the relevant clause must be submitted along with NEFT Mandate Format with cancelled Cheque.
2	<p>The Second sealed cover should contain :</p> <p>Price bid as per Section - XI - Price schedule, to be filled, stamped and signed.</p>
3	<p>The above two sealed covers should be kept in a separate envelope super scribing Tender for “Long Term Contract for Repainting & Civil repair works in Township & Plant Area of BRBNMPL, Salboni (WB)” against</p> <p>TE- 002 /SAL/CIVIL/2017-18 dated 03/05/2017,</p> <p>Due on 02/06/2017 and submitted.</p>
4	<p>All Correspondences should be addressed to:</p> <p>The General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd, PO: RBNML, Salboni - 721 132 Dist.: Midnapore (West) West Bengal</p>

Performa 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 upto 31st March 2016 of last financial year). Their performance report as required under tender conditions for the last 3 years is as follows.

Years	Turnover	Profit / (-loss) for the year	Net worth as on year end
2013-14			
2014-15			
2015-16			
Total			

The above information is based on the audited accounts.

Place:

Date:

Seal

Signature of CA with membership No.

NATIONAL ELECTRONIC FUND TRANSFER and
(Authorization form for encashment of Fixed Deposit)

Model Mandate Form

(Investor / customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

No.

1	Investor / Customer's Name		
2	Particulars of Bank account		
	A	Name of the Bank	
	B	Name of the branch	
		Address	
		Telephone No	
		Whether Bank branch is NEFT enabled	
	C	Code number of the bank and branch appearing on the MICR Cheque issued by the bank	
	D	Type of the account (SB, Current or Cash Credit)	
	E	Ledger and Ledger Folio number	
	F	Account number (as appearing on the Cheque book)	
	G	RTGS / IFSC Code No.	
	(In lieu of the bank certificate to be obtained as under, please attach a blank canceled cheque or photocopy of a cheque or front page of your Savings bank passbook issued by your bank for verification of the above particulars)		
3	Date of effect		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor / Customer

Date:

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

(Authorization form for encashment of Fixed Deposit)

(To be submitted to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd. Salboni in Original)

To

The Branch Manager

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit

Ref: Fixed Deposit Receipt No....., Dated:.....for Rs. as EMD/SD.

I/We, (name of the bidder as appearing in FD)
unconditionally authorize you to encash the above referred FD and pay the amount to M/s
Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Salboni if it is requested by them, without
seeking our further advice whatsoever in this regard.

Thanking you,

Yours faithfully,

.....

(Authorized signatory with stamp)

Name :

Designation :

Contact No.

Date :

Place :

Cc : Branch Manager of the issuing bank – For information and necessary action.

Annexure – C

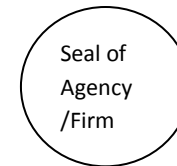
Tender No.:002/SAL/CIVIL/2017-18
DETAIL OF WORK EXPERIENCE
(Use separate sheet if space is found inadequate)

NOTE: To substantiate the following contents and for consideration of same as eligibility criteria, authenticated copy of Work Order and Completion Certificate or Payment Certificate to be furnished.

Sl. No.	Name of the Principal Employer / Owner	Name of the work	Work order/ LOI No. & date and value of work	Scheduled date of completion	Actual value of work on completion	Actual date of completion	Any other information
01							
02							
03							
04							

It is certified that the information furnished in the above are true. We undertake that in the event of any information found to be false and/or inadequate, our tender shall summarily be rejected and the EMD shall be forfeited without any reference to us.

Signature of the Bidder with Date



Annexure – D

Tender No.: 002/SAL/CIVIL/2016-2017
Details of Technical Personnel proposed to be deployed
(Use separate sheet if space is found inadequate)

NOTE: To substantiate the following contents and for consideration of same as eligibility criteria.

Sl. No.	Name of Employee	Qualification with year of passing	Percentage of marks obtained	Details of Employers where worked	Number of years of experience	Nature of experience	Remarks
01							
02							
03							
04							

It is certified that the information furnished in the above are true. We undertake that in the event of any information found to be false and/or inadequate, our tender shall summarily be rejected and the EMD shall be forfeited without any reference to us.

Signature of the Bidder with Date

