

NATIONAL COMPETITIVE BID (NCB)
OPEN TENDER

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD
NOTE MUDRAN NAGAR
MYSURU -570003

Phone: 0821 – 2582905,2582915,2582925,2582935,2582945

Fax : 0821 – 2582099, E-Mail: Mysurupress@brbnmpl.co.in

Website : www.brbnmpl.co.in

Not Transferable

Security Classification: Non-Security

TENDER DOCUMENT FOR
“APPOINTMENT OF ARCHITECT FOR CIVIL WORKS FOR INK
PROJECT AT BRBNMPL, MYSURU”

Tender No. 062/MYS/IFP/ 2017-18

Dated: 22/09/2017

This tender document contains 53 pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name: i)A. R. Hegde, Deputy General Manager

Phone : 0821 – 2469025, Fax : 0821-2582955

Email : arhegde@brbnmpl.co.in

ii) T.R. Gururaj, Deputy General Manager-PP

Phone : 0821 – 2469066,

Email: trgururaj@brbnmpl.co.in

Address:

The General Manager,

Bharatiya Reserve Bank

Note Mudran Private Limited

Note Mudran Nagar, Mysuru

Pin- 570003, Karnataka

Phone No. 0821-2582915/2582925, 2582935,2582945; Fax: 0821-2582099

CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)

Tender Clause Section Reference	Tender Clause Description	Remarks
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	Enclosed and Please refer from website: www.BRBNMPL.co.in under 'Downloads' Section.
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed and Please refer from website: www.BRBNMPL.co.in under 'Downloads' Section.
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specification	Enclosed
Section VIII	Quality Control Requirements / Compliance Statement by Tenderer	Enclosed
Section IX	Qualification/Eligibility Criteria	Enclosed
Section X	Tender form	Enclosed
Section XI	Price Schedule (Price Bid)	Enclosed
Section XII	Questionnaire / Checklist	Enclosed
Section XIII	Bank Guarantee Form for EMD	<i>Not Applicable to this tender.</i> In place of BG, Required DD /FD is to be submitted for EMD as mentioned in section-I (Notice for Inviting Tender-NIT)
Section XIV	Manufacturer's Authorization Form	Not applicable
Section XV	Bank Guarantee Form for Performance Security / SD	Enclosed
Section XVI	Contract Form	Enclosed
Section XVII	Letter of Authority for attending a Bid Opening	Enclosed
Section XVIII	Shipping arrangement for liner cargo-	<u>Not applicable to this tender</u>
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Pre contract integrity Pact-	<u>Not applicable to this tender</u>
Annexure - A	Proforma of Financial Turnover Certificate	Enclosed
Annexure - B	Details of Work Experience & Professionals	Enclosed
Annexure - C (i)	List of projects executed by the organization during last 5 years	Enclosed
Annexure - C (ii)	List of projects on hand being executed by the organization	Enclosed

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NATIONAL COMPETITIVE BID (NCB)

OPEN TENDER

SECTION- I: NOTICE FOR INVITING TENDER (NIT)

Tender No: 062/MYS/IFP/2017-18

Dated : 22/09/2017

Sub: Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru.

Dear Sirs,

The General Manager, BRBNMPL, Mysuru invite sealed tenders **in the enclosed formats under two bid system (Part-I: Techno- commercial bid and Part-II: Price bid)** for Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru as per details given below.

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in Rs.)	Estimated Value of Consultancy Fees
1	“APPOINTMENT OF ARCHITECT FOR CIVIL WORKS FOR INK PROJECT AT BRBNMPL, MYSURU”	As per enclosed Price Schedule.	Rs. 8,800.00 (Rupees Eight Thousand Eight Hundred only)	Rs. 4,40,000.00 (Rupees Four Lakh Forty Thousand only)

SALIENT FEATURES OF TENDER FORM

Sl. No.	Description	Details
01	Tender No.	062/MYS/ IFP /2017-18
02	Tender Date	22/09/2017
03	Name of the Work	Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru.
04	Type of tender	Open-Two Bid Tender
05	Cost of Tender Paper	Rs. 500.00 (Rupees Five Hundred only)
06	Source of Tender Paper	Ink Factory Project, BRBNMPL, Mysuru or to be downloaded from our website www.brbnmpl.co.in .
07	Closing date and time for Sale of Tender Document from Ink Factory Project, BRBNMPL, Mysuru(one day before last date of submission of the tender)	Upto 14.30 Hrs. on 24/10/2017
08	Closing date and time for receipt of tenders.	Upto 14.30 Hrs. on 25/10/2017
09	Place of receipt of tenders	To be dropped in designated Tender Box kept at Ground Floor of Admin Building, BRBNMPL, Mysuru with registration in Tender Register.
10	Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Shri. P. Anbazhagan, Manager (Ink Factory)
11	Time and date of opening of Technical Bid (Part-I)	Upto 15.00 Hrs. on 25/10/2017
12	Time and date of opening of Price Bid (Part-II)	To be intimated afterwards to Technically qualified bidders only.
13	Place of opening of tenders	Admin Building, BRBNMPL, Mysuru
14	Validity of tender	120 days from the date of opening of the tender
15	EMD in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysuru payable at Mysuru, Karnataka.	<p>In any one of the following forms:</p> <ol style="list-style-type: none"> A/c Payee DD or Fixed Deposit Receipt or Bankers' Cheque. <p>In case of FD the following should be followed:</p> <ol style="list-style-type: none"> Fixed Deposit should be in the name of —Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysuru, A/c (Bidder's Name). 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., Mysuru (the endorsement should be duly signed by the depositor/s). The FD should be accompanied with authority letter from the bidder addressed to Branch Manager of the FD issuing Bank, authorizing BRBNMPL, Mysuru for unconditional encashment of FD as per the prescribed format which can be obtained from Ink Project Cell, BRBNMPL, Mysuru on demand.

16	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>
17	Contract Period	One Year from the date of issue of Work order.
a	Submission of conceptual designs and preliminary drawing & estimate of cost.	03 Weeks from the date of issue of L.O.I.
b	Submission of drawings as per Clients suggestions and revised estimate after finalization of suggestions.	02 Weeks from the date of approval of Conceptual drawings.
c	Submission of tenderable documents Including BOQ, tenderable drawings, specifications, schedule of quantities and estimated cost as per PWD/CPWD Schedule of rates/ as per detailed analysis as per market Rates including cost estimates etc.	02 Weeks from the date of acceptance of revised drawings and preliminary estimate.
d	Submission of detailed working drawings required for execution of work commencement	04 Weeks from the date of award of contract to civil contractor.
20	Minimum value of work for each R/A bill	As per terms and Mode of payment mentioned in the tender
21	Liability compensation for delay	Delay without any valid reason shall attract liquidated damages @ 0.5% of consultancy fee for delay per week up to a maximum of 5% of total consultancy fees payable.
22	Professional support	Till completion of defects liability of the civil Contractor.
23	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/FD 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 favour of BRBNMPL, Mysuru, SBI Branch, Mysuru. (In case of DD/FD please follow the similar procedure as in case of EMD.)
24	Release of performance security deposit	After expiry of Defects Liability Period and Completion of all contractual obligations of the civil contractor.
25	Period of submitting the final bill by Architect	Maximum period of 02 (two) Months from the date of completion.
26	Terms of contract and specifications	As per schedule

- Interested tenderers may obtain further information about this requirement from the above office. They may also visit our website www.brbnmpl.co.in for further details.
- Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions given at Section-II on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.

4. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the BRBNMPL, Mysuru, tender will be received / opened on the next working day at the appointed time.
5. The tender documents are not transferable.

For and on behalf of BRBNMPL,

For and on behalf of BRBNMPL, Mysuru

Sd/-
(A.R. Hegde)
Deputy General Manager

IMPORTANT POINTS AT A GLANCE FOR ATTENTION OF BIDDERS

1. Please send your competitive bidding in sealed cover super scribed as “**Tender for Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru.**” against **Tender Enquiry No. 062/MYS/IFP/2017-18 dated 22/09/2017 to reach us on or before 14.30 Hrs on 25 /10/2017** with the following **separate two sealed covers** inside:
 - a) The **first sealed cover** (Techno-commercial bid) should have DD for cost of tender papers, EMD amount, 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 & C 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. 062/MYS/IFP/2017-18 – Tender for Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru.**'.
 - c) *BIDS submitted not in accordance with the above guidelines will be liable to be rejected.*
2. **Tender Rate:** The rates shall be quoted as per Section-XI price bid **and valid for a period of One Year from the date of issue of work order.**
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 Work order:** Work order shall be placed to the lowest bidder.
5. **Period of Contract:** Initially the **Contract** shall be valid for one year from the date of issue of work order. However, BRBNMPL reserves the right to terminate the contract by giving a notice of 30 days. The Architect 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 Contract due to reason whatsoever will result in forfeiture of Security Deposit.
6. The Techno-commercial part (part I) tenders will be opened at **15.00 Hrs on 25/10/2017** 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.
7. **Payment Terms:** Payment will be released as per payment terms mentioned in section - IV. Statutory deductions as applicable will be deducted from the gross bill amount.
8. Parties who have been black listed /Debarred by BRBNMPL are not eligible for submission of this tender.
9. 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.
10. **Fall Clause:** If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods/services, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent works under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru

11. 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.
12. Copies of Certificates / Documents related to PAN, GST etc., to be provided along with the Techno – Commercial Bid.
13. 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 Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc, Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

1.3 These tender documents have been issued for the requirements mentioned in Section - VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.

1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.

1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. 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, unless otherwise specified in the Tender. 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.

3. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in these documents. Please refer to Section IX: Qualification/ Eligibility Criteria

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in Section III (SIT). The term "origin" used in this clause means the

place where the goods are mined, grown, produced or manufactured or from where the related services are arranged and supplied.

5. 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.

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents includes: as per list mentioned at page 02 above.

6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

7.1 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.

7.2 Such an amendment will be notified in writing by registered/ speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

7.3 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.

8. Pre-Bid conference

If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/ amendment to Technical specifications/ techno-commercial conditions in two bid tender.

9. 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. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

10.1 The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:

- Tender Form and Price Schedule along with list of deviations (ref Clause 19.19.4) from the clauses of this SBD, if any.
- Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.17.3 of GIT).

d) Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.18.2 for claiming exemption from payment of earnest money. and

e) Questionnaire as per Section XII.

f) Manufacturer's Authorization Form (ref Section XIV, if applicable

NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.

10.2 A tender, that does not fulfill any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

10.3 Tender sent by fax/email/ telex/ cable shall be ignored.

11. Tender currencies

11.1 Unless otherwise specified, the tenderer shall quote only in Indian rupees.

11.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only,

11.3 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

12. Tender Prices

12.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.

12.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

12.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:

12.5 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.

b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.

c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and

d) The price of incidental services, as and if mentioned in List of Requirements.

12.6 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,

b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.

c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and

d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

c) Subject to sub clauses 12.8 {a} & {b} above, any change in excise duty upward/ downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Sales Tax/ VAT/ CST/ GST:

If a tenderer asks for sales tax/ VAT/ CST/ GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract.

12.10 Wherever Value Added Tax is applicable, the following may be noted :

i) The tenderer should quote the exact percentage of VAT that they will be charging extra.

ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/ input tax credit that would become available to them by switching over to the system of VAT from the existing

system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.

iii) The tenderer while quoting for tenders should give the following declaration:

—We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: We hereby declare that additional set offs / input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted .

12.11 Octroi and Local Taxes:

Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action.

In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties/ Taxes on Raw Materials

BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

12.13 Imported Stores not liable to Above-mentioned Taxes and Duties:

Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

12.14 Customs Duty:

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BRBNMPL and will no way restrict BRBNMPL's right to award the contract on the selected tenderer on any of the terms offered.

13. Indian Agent

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement

One manufacturer can authorize only one agent/ dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from

a) The principal manufacturer directly or one Indian agent on his behalf

b) The foreign principal or any of its branch/ division

c) Indian/ Foreign Agent on behalf of only one Principal.

14. Firm Price/Variable Price

14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.

14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.

14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.

14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.

14.6 In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.

14.7 Documents for claiming ERV:

- i. A bill of ERV claim enclosing working sheet
- ii. Banker's Certificate/ debit advice detailing F.E. paid and exchange rate
- iii. Copies of import order placed on supplier
- iv. Invoice of supplier for the relevant import order

15. Alternative Tenders

Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.

16. Documents Establishing Tenderer's Eligibility and Qualifications

16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall

submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

c) In case the tenderer is not doing business in India, it is/ will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.

d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing Good's Conformity to Tender document

17.1 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. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

17.2 In case there is any variation and/ or deviation between the goods & services prescribed by BRBNMPL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.

17.3 If a tenderer furnishes wrong and/ or misleading 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.

18. Earnest Money Deposit (EMD)

18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderers unwarranted conduct as amplified under sub-clause 23.23.2 below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC as the case may be).

18.3 The earnest money shall be denominated in Indian Rupees.

18.4 The earnest money shall be furnished in one of the following forms:

- a) Account Payee Demand Draft or
- b) Fixed Deposit Receipt or
- c) Banker's cheque or
- d) Bank Guarantee, only in the case of Global Tender

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 3 of NIT. in case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in

India as per the format specified under Section XIII in these documents.

18.5 The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

18.7 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.

19. Tender Validity

19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders upto 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, who 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.

19.3 In case the day upto 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 upto the next working day.

19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

20.1 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,

- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- (b) As Partner (s) of the firm;
- (c) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

20.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".

20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents

and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.

20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

21.2 The tenderers must 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.

22. 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.

23. Alteration and Withdrawal of Tender

23.1 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.

23.2 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.

E TENDER OPENING

24. Opening of Tenders

24.1 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.

24.2 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.

24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

24.4 In the case of two bid system mentioned in clause 20.8 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.

F SCRUTINY AND EVALUATION OF TENDERS

25. 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.

26. Preliminary Scrutiny of Tenders

26.1 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.

26.2 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) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will

supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. 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.

28. Discrepancy in Prices

28.1 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.

28.2 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

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 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.

29. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, BRBNMPL will convey its observation suitably to the tenderer by register! Speed post and, if the tenderer does not accept BRBNMPL's observation, that tender will be liable to be ignored.

30. 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 7 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.

31. 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.

32. Conversion of tender currencies to Indian Rupees

In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.

33. Schedule-wise Evaluation

In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 12.2, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the tender or combination of tenders offering the lowest evaluated cost for BRBNMPL in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. Comparison on CIF Destination Basis

Unless mentioned otherwise in Section-III – Special Instructions to Tenderers and Section-VI – List of Requirements, the comparison of the responsive tenders shall be on CIF destination basis, duly delivered, commissioned, etc. as the case may be.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 33 above, BRBNMPL 's evaluation of a tender will include and take into account the following:

a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/ taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2 BRBNMPL's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.

35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

36.1 BRBNMPL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.

37. 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 as per Clause 44 below.

38. 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. i.e. Normally there should be no negotiation. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances: -

- i. Where the procurement is done on proprietary basis
- ii. Items to be procured are supplied by only a limited sources of supply
- iii. Items where there is suspicion of cartel formation.

39. Contacting BRBNMPL

39.1. 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.

39.2. It will be treated as a serious misdemeanour 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.

G AWARD OF CONTRACT

40. 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.

41. Award Criteria

Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by BRBNMPL in terms of GIT Clause 34.

42. Variation of Quantities at the Time of Award

No variation of quantities at the time of awarding the contract.

43. 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.

44. Serious Misdemeanours

44.1. 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 Rate Contract holding Firms.
- vii. Attempts to influence BRBNMPL's Decisions on scrutiny, comparison, evaluation

and award of Tender.

44.2. 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.

45. Notification of Award

45.1 Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) 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. The successful tenderer must furnish to BRBNMPL the required performance security within twenty-one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

46.1 Within seven working days of receipt of performance security, BRBNMPL will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to BRBNMPL by registered / speed post.

47. 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 clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.

48. Return of EMD

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

49. 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:

50. Rate Contract Tenders

50.1 In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to

renegotiate the price with the rate contract holders.

vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.

viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.

ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.

x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.

xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

50.4 Renewal of Rate Contracts

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.

51. Prequalification Bidding

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfill the Prequalification criteria as laid down in SIT or in Section IX of SBD – "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD – "List of Requirements". Short listed Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.

51.2 If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples

52.1 Normally no sample would be called along with the offer for evaluation.

52.2 Purchaser's Samples: If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian,

Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII – "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

52.3 Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor {unless specified otherwise in the SIT}. In such an event, in case of Security Items where urgency develops due to such delays, BRBNMPL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII "Quality Control Requirements" in the SBD.

52.4 Testing of Samples: Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII – "Quality Control Requirements" in the SBD.

52.5 Validation/Prolonged Trials: If specified in SIT or in the Section VIII – "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

52.6 Parameters Settings and duration of Validation Tests would be indicated in the Section VIII – "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders:

53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -

i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.

ii. Development of new items or Indigenization of Imported stores

53.2 The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.

53.3 Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

53.4 In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.

53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.

53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX – "Qualification Criteria" in the SBD.

53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BRBNMPL.

53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.

53.9 In case of EOI for registration of vendors, registration letters would be issued to the short listed tenderers.

53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders for Disposal of Scrap

54.1 Introduction: The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI – "List of Requirements".

54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:

54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.

54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable to make good any such deficiency.

54.2.4 BRBNMPL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BRBNMPL on account of such termination of the contract or variation in the quantity.

54.2.5 BRBNMPL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.

54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.

54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.

54.3 Submission of Offer:

54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.

54.3.2 The BRBNMPL reserves right to reject any offer without assigning any reason there for.

54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.

54.3.4 If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.

54.3.5 Commercial tax / terminal tax, Octroi, municipal tax or any other taxes / duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and sales / commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc, if required shall be made by the purchaser concerned only and the BRBNMPL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.

54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (Hi). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BRBNMPL, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

54.5.2 If stipulated in SIT delivery would be given only in dismantled / cut-up condition.

55. Development and Indigenization Tenders:

55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

55.2 If specified in SIT the contract documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.

55.3 If specified in SIT, The Tenderers may quote separately for

- i. Price / rate for bulk supply of item in development / indigenization supplies and
- ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.

55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.

55.6 The ratio of splitting of the supply order between various development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

55.7 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment/ spares is limited/small/ uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.

55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.

55.9 Quantity for Development Commitment

In Next three years, after the newly developed firm is able to successfully complete Development orders with $\pm 5\%$ tolerances, 20% of annual quantity requirement may be reserved for Newly Developed firms.

55.10 Period of Development Commitment

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

56. 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, Architect should mobilise all the resources to complete the work in time. On placement of Work Order in case the Architect fails to start the job within stipulated time 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.

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

58. Compliance Of Security Norms:

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

59. Safety & Security Measures:

- a) The Architect should scrupulously conform to the safety and security norms and stipulations while working in the security area.
- b) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Architect 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 Architect of his liability in case of loss or damage to property or injury to any person including the Architect's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- c) Protective gear such as safety helmets, boots, belts etc. shall be provided by the Architect at his own cost to all his manpower at site. The Architect shall impose such requirements on all sub-Architects also. It shall be the responsibility of the Architect 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.
- d) In case the Architect 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 Architect. The decision of the BRBNMPL in this regard shall be final and binding on the Architect.
- e) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Architect. The Architect shall conform to all the Labour Laws and shall remain solely responsible for the obligation to be carried out under the relevant statutory provisions.

- f) BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the Architect has to abide by the security rules of the Company. The Architect has to ensure the character and antecedent of the persons deployed. The Architect 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 Architect has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Architect 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.
- g) Architect should ensure that the number of persons engaged for carrying out the work and requested for issue of gate pass is coming for the job awarded.
- h) Gate passes for all the workers shall be applied in the prescribed Gate pass Format, Architect 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.
- i) The Architect 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 Architect.

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 Architect.

- j) On award of the contract the Architect shall sign the Non-disclosure format and abide with that.
- k) Any persons of the Architect, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the Architect. The Architect shall vouch guarantee for the integrity of its workers.

60. **Accommodation:** For the Resident Engineer initially for 15 (fifteen) days accommodation may be provided as per availability of the Guest House, thereafter a quarter shall be allotted for his stay during the project stage as per Estate allotment terms on monthly chargeable basis. The cost to be borne by the Architect.

61. Responsibility of the Architect:

- a) **Execution of the work:** The Architect shall arrange competent persons for execution, supervision and measurement of the work.
- b) **Progress Report:** Architect should submit monthly Progress Report regarding a Progress of the work, in addition to Hindrance Register & Field Book.

Yours faithfully,

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Seal

Signature with date.

Name:

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Not applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DGS&D (or) NSIC registration certificate without fail along with their techno-commercial offer.	The Tenderers who are currently registered and also continue to remain registered during tender validity period with DGS&D / NSIC shall be exempted from payment of EMD subject to approval of competent authority of BRBNMPL.
8	19	Tender Validity	120 (One hundred & twenty) days. Validity may be extended on mutual consent.
10	20 20.9	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted: One copy only (duplicate copy not required) E:procurement	No Change. Not Applicable
11	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change

12	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in Page 5 above which is described in detail w.r.to clause 24.4	No Change
13	25	Basic Principle	No Change
14	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	No Change
15	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanours, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	No Change
16	51 to 55	PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender

Sl. No.	Topic	SIT Provision
17.	Initial Security Deposit	EMD submitted along with the Tender Paper shall be converted into Initial Security Deposit. This amount will be adjusted with the Security Deposit and shall be released along with the Security Deposit. In such case, no interest will be paid on Initial Security Deposit.
18	Security Deposit	The successful bidder, to whom Work Order is issued, shall furnish Security Deposit @ 10% of Contract Value less EMD amount in the form of BG/FD/A/ C Payee Demand Draft favouring Bharatiya Reserve Bank Note Mudran Private Limited payable at Mysuru or Bank Guarantee as per attached format of BG Section -XIII within 21 days of after notification of award/L.O.I. This guarantee will remain in force for a period of sixty days beyond the period of contract validity.
19.	Release of Security Deposit	After expiry of Defects Liability Period and Completion of all contractual obligations of the civil contractor.
20.	Completion Period	Time is the essence of this contract. The Architect should provide the services as per the schedule.
21.	Liquidated Damages	The completion time as mentioned above is the essence of the contract and shall strictly be adhered to by the consultant. Delay without any valid reason shall attract liquidated damages @ 0.5% of consultancy fee for delay per week up to a maximum of 5% of total consultancy fees payable. The damages shall be applicable till stage 5 as mentioned in Section –XI i. e. on submitting of detailed working drawings required for execution for commencement of work.
22.	GST	GST as applicable shall be paid additional, over and above the gross bill value.

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

Section IV: General Conditions of Contract
(GCC)

(Please refer our website www.brbnmpl.co.in for details)

1. Performance Bond / Security

1.1 To be submitted within twenty-one days after the issue of notification of award by BRBNMPL, the Architect 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 Architect, 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 Architect'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 Architect on completion of the Architect'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 Architect 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 Architect or its sub-Architect(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Architect 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 Architect 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 Architect 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 Architect 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 Architect, 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 Architect.

3.4 Upon receipt of such notice, the Architect 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 Architect 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 Architect, 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 Architect and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the Architect.

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 within six months for 50% of contract value. 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 Architect. 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% Architects 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 Architect 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:

- 7.1 The Architect shall not be paid any Mobilisation Advance or any Secured Advance.
- 7.2 Bill raised should have PAN, GST number printed over the bill.
- 7.3 Payment will be done as per actual work carried out. No payment shall be released against the extra materials brought to the site.
- 7.4 GST 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.
- 7.5 Undertaking for statutory compliance shall be submitted along with the Final bill.
- 7.6 Statutory Deduction of taxes including ITDS, VAT and WCT shall be made at source as per rule and provisions.
- 7.7 Suitable deduction as deemed fit will be made for non-compliance in executing works as per schedule.

8. REMUNERATION AND PAYMENT:

- 8.1 Consultation charges (fees payable) for the above mentioned scope of work would be the lowest quote in terms of percentage of the total Project cost arrived at based on total value of works executed as per work order terms.
- 8.2 At least Twelve (12) site visits of Senior Associate during conceptual /design stage and execution of the project shall be included in the Architect fees. Visits of other Associates including visits of Resident Engineer shall be included in the Architect fees.
- 8.3 Further any site visits duly approved by BRBNMPL before the visit, during the project stage of the Senior Associates shall be paid as per quoted rates by the Architect.
- 8.4 Any additional visit during project implementation stage, the charges shall be applicable as per the requirement for which prior approval of BRBNMPL is required.
- 8.5 Account of each visit should be maintained. Prior intimation and communication of site visit to be made for accounting purpose.
- 8.6 Guest House accommodation and dining facility for the Architect shall be provided by the BRBNMPL at the Guest house at BRBNMPL, Campus Mysuru.
- 8.7 For the Resident Engineer initially for 15 (fifteen) days accommodation may be provided as per availability of the Guest House, thereafter a quarter shall be allotted for his stay during the project stage as per Estate allotment terms on monthly chargeable basis. The cost to be borne by the Architect.

b) Payment Structure shall be as given below:

Stage No.	Particulars	Fees payable
1	On signing of agreement.	5% of total fees payable.
2	On submitting conceptual designs and preliminary estimate of cost	10% of total fees payable less payment already made at stage 1.
3	On submitting of drawings as per clients suggestions and revised estimate	20% of total fees payable less payment already made up to stages 2
4	On submission of tenderable documents including BOQ, tenderable drawings, specifications, schedule of quantities and estimated cost as per PWD/CPWD Schedule of rates/ as per detailed analysis as per market Rates including cost estimates etc.	35% of the fees payable less payment already made up to stage 3.
5	On submitting of detailed working drawings required for execution for work commencement	50% of the fees payable less payment already made up to stage 4.
6	On completion of 20% of the work.	60% of the fees payable less payment already made up to stage 5.
7	On completion of 40% of the work.	70% of the fees payable less payment already made up to stage 6.
8	On completion of 60% of the work.	80% of the fees payable less payment already made up to stage 7.
9	On completion of 80% of the work.	85% of the fees payable less payment already made up to stage 8.
10	On virtual Completion.	90% of the fees payable calculated on the basis of Final Certified Bill value less payment already made up to stage 9.
11	On submitting Completion Report, Finalization of Final bill of the Architect, submission of As built drawings and completion of Defects Liability Period of the Buildings satisfactorily.	100% of the fees payable less payment already made up to stage 10.

Construction Cost: The construction cost shall be the actual total cost of all elements of the project designed or specified by the Architect. The cost of any material if supplied by BRBNMPL to the Architects or for the work shall also be included in this. Where the actual costs are not known, the fee shall be calculated based on the latest cost estimate approved by the BRBNMPL. In computing the cost, all items and systems for which the Architects have assumed responsibility for design shall be included.

Note:

- The Bill should be submitted within 30 (thirty) working days from the date of completion of works in all respect, as per requirement and satisfaction of BRBNMPL authority.
- Bill raised should have PAN, GST number printed over the bill.
- Payment will be done as per payment schedule as per services provided,
- GST as applicable shall be paid extra over gross bill value on claim and proof of payment shall be produced/ submitted to BRBNMPL, as and when asked for.

- Twelve (12) site visits of Senior Associate during conceptual /design stage and execution of the project shall be included in the Architect fees. Visits of other Associates including visits of Resident Engineer shall be included in the Architect fees.
- Further any site visits duly approved by BRBNMPL before the visit, during the project stage of the Senior Associates shall be paid as per quoted rates by the Architect.
- Any additional visit during project implementation stage, the charges shall be applicable as per the requirement for which prior approval of BRBNMPL is required.
- Account of each visit should be maintained. Prior intimation and communication of site visit to be made for accounting purpose.
- Total cost of the project for arriving out the fees payable to the Architect will be calculated as given below and will be paid as per schedule.
 - For stage 1 to 4 shall be as per approved estimated cost.
 - For stage 5 to 10 shall be as per Work Order

value placed on the Contractor &

3) For stage 11 shall be as per certified final total bill value.

9. Running Account (R.A.) Bill & Final Bill

a) Architect may submit Running Account Bill as per stage of completion as mentioned in the payment schedule above.

i) **Final Bill:** Final Bill should be submitted after completion of Work. And complying the all the contractual conditions.

10. Measurement of work: Not applicable.

11. Materials: Not applicable..

12. Liquidated damages

If the Architect fails to deliver any or all of 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.

13. 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 Architect's own default or (d) by the works or delays of other Architects 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 Architect in the opinion of the owner.

If the Architect needs an extension of time for completion of the work, the Architect 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 Architect 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 Architect to claim any compensation.

14. Termination for insolvency

If the Architect becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the Architect without any compensation, whatsoever, to the Architect, 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.

15. 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 Architect 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 Architect 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 fulfil its contractual commitment and responsibility, BRBNMPL will notify the Architect accordingly and subsequent actions taken on similar lines.

16. 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 Architect 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 Architect'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 Architect'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 Architect by paying an agreed amount for the cost incurred by the Architect towards the remaining portion of the goods and services.

17. Code of Ethics

BRBNMPL as well as Bidders, Architects, 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.

18. Resolution of disputes

If dispute or difference of any kind shall arise between BRBNMPL and the Architect 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 Architect 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 Mysore 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 Mysore. 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 endeavours 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 Architect.

19. Statutory Requirements/ Applicable Law and Insurance: Applicable.

20. Secrecy

The Architect 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 Architect, 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 Architect, 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 Architect.

The Architect 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 Architect 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 Architect shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the Architect's labours and workmen due to any reasons whatsoever.

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 Architect shall be responsible for any damage caused to the existing system/ property due to (i) Negligent Act (ii) Wrong Operation (iii) Mishandling by Architect's employees and Architect 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 purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

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

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

Sl. No.	Topic	SCC Provision			
1.	Reporting authority	The officer/(s) authorized by BRBNMPL shall be the coordinating officer/(s). The Architect has to perform the works in close co-ordination and direction of such authority.			
2.	Billing	Architect may submit their bill for each stage as mentioned in Payment structure			
3.	Refusal of Work	If the bidder fails or refuses to provide the services on 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.			
4.	Schedule of additional services	The following are deemed to be the additional services: a) Providing technical assistance, preparation of technical reports for insurance claim/ Arbitration in respect of Architect disputes under the project, shall be specified by the client and mutually agreed. b) Fees for any additional services other than those covered in scope of work, Shall be specified by the Client and mutually agreed.			
5.	Construction Cost	The construction cost shall be the actual total cost of works (excluding the taxes) executed by the contractor for the works designed, estimated and technically supervised by the Architect.			
6.	Evaluation criteria, if more than one bidder quotes same Rate. (The firm, which scores the highest percentage of marks, will be selected)	Sl. No.	Criteria	Fulfilled	Not Fulfilled
		i	Architect experience more than 10 years.	25%	15%
		ii	Architects have worked with RBI/ CPWD/PWD/PSU/Govt. Organisation.	20%	15%
		iii	Architects have worked with Government Security Organisation.	15%	5%
		iv	Architects having at least 10 Graduate Architects and 5 graduate Site (CIVIL) Engineers on their Roll.	25%	10%
		v	Architects whose average annual turnover of last three years is higher.	10%	0
		vi	Architects having their office at Mysuru/Bengaluru.	5%	0

- 1) **Security Deposit:** As per clause 6 of General Condition of Contract (GCC) – Section IV, Performance Security Deposit of 10% of the total Work Order value placed on the successful bidder shall be submitted within 21 days after issue of LOI / Work order by the way of Bank Guarantee issued by any scheduled commercial Banks in India, valid up to 60 days after the date of completion of all contractual obligations. Security Deposit shall be released after completion of all works proposed.
- 2) **Compensation for delay:** For any delay beyond the time specified above without any valid reason, liquidated damages @ 0.5% of the value of the work shall be levied per week of delay, subject to a maximum of 10% of total value of works completed / final bill value. Quantum of liquidated damages assessed and levied by BRBNMPL shall be final and not challengeable by the supplier / contractor. Contractor has to apply for extension with valid reasons at least 10 days prior to the completion date.
- 3) **Statutory Deductions:** Statutory deductions such as GST, Income Tax, etc. as applicable shall be effected while making payment.
- 4) **Statutory Requirements:** The Contractor should comply with all statutory provisions as applicable such as but not limited to: -
 - a) Provisions of the Factories Act, Workman Compensation Act, Employers Liability Act, Contract Labour Act, Industrial Dispute Act, Minimum Wages Act, Payment of Wages Act, EPF and ESI Act including any modification thereof or any other law relating thereto and rules framed there under from time to time.
 - b) The Contractor shall indemnify the company from any claim due to any breach of statutory requirements and the company as a principle employer shall enforce the provisions of the act.
 - c) The contractor shall obtain license / registration from Labour Authority / any other Statutory Authority including PF & ESI as may be required and shall furnish Statutory Returns and deposit contributions and Statutory Levies as per the Law of the Land as applicable from time to time. The Contractor shall be liable to furnish with the company all copies returns and documents as would be asked for time to time.
- 5) BIDS submitted not in accordance with the above guidelines & with counter conditions will be liable for rejection. BRBNMPL will examine the materiality/Significance of the deviation /variation if any and shall take its own decision to accept or reject the tender. BRBNMPL's decision on acceptance /rejection shall be final without assigning any reason thereof. BIDS once submitted will not be allowed for revision without the approval of BRBNMPL. Any withdrawal of BID after submission of offer will result in forfeiture of EMD and blacklisting of vendor. Parties not interested to participate in the tender for any reason, may please intimate us.
- 6) **Quantum of work:** Works mentioned in the scope of work may vary during the execution of work. Any such variance will be accounted and payment shall be made as par actual.

7) Safety & Security Measures:

- a) The contractor should scrupulously conform to the safety and security norms as stipulated by BRBNMPL while working in the security area.
- b) The contractor shall take all the precaution while executing this work. Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his workers 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.
- c) BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes.
- d) While applying for pass, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc.), for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.

Sl No	Name of Person	Father name	Age	Present Address	Identification Mark	Signature of the Individual

- e) On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
 - f) 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.
- 8) Legal jurisdiction:** The court of Mysuru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any work order placed by us.

All Correspondences should be addressed to “ The General Manager , Bharatiya Reserve Bank Note Mudran (P) Ltd , Note Mudran Nagar , Mysuru – 570 003.

Section VI: List of Requirements

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	Accounting unit	Quantity	Amount of Earnest Money
1.	“APPOINTMENT OF ARCHITECT FOR CIVIL WORKS FOR INK PROJECT AT BRBNMPL, MYSURU”	As per enclosed Price Schedule.	As per enclosed Price Schedule.	Rs. 8,800.00 (Rupees Eight Thousand Eight Hundred only)

Required Delivery Schedule: Complete Proposal shall be submitted for Competitive Bidding in all respect within eight (8) weeks from date of issue of Work Order.

Required Terms of Delivery, Destination and preferred mode of Transportation:

F.O.R, BRBNMPL, Mysuru.

Section VII: Technical Specifications

I. PREAMBLE

Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) is a wholly owned Subsidiary of Reserve Bank of India is engaged in sovereign function of Designing and Printing of Bank Notes. It has corporate office at Bangalore and has two printing presses at Mysuru in Karnataka and Salboni in West Bengal. Now, Company decided to set up a Ink Factory at Mysuru and intend for “**Appointment of Architect for Civil Works for Ink Project at BRBNMPL, MYSURU**” towards necessary renovation, modification, addition, alteration, extension of the old Buildings.

II. Details of Work:

Details of work for Civil Works for Ink Project shall include but shall not restrict to the following:

- a) Renovation/modification of existing Buildings.
- b) Construction of Rest Room/Toilets.
- c) Construction of Machine Foundations for Varnish Plant, Chiller Plant etc.
- d) Extension/re-location of Sewerage System, Drainage System, Rain Water Pipes and other Services as per the requirement connecting with the existing Networks.
- e) Necessary roof treatment of the Factory Building.
- f) Landscaping at the available space within Ink Factory Premises.
- g) Any other work envisaged during the currency of the contract.

Note: i) Payment shall be made on the basis of Construction Cost.

ii) Construction Cost: The construction cost shall be the actual cost of works (excluding the taxes) paid to the contractor for the works executed.

III) Detailed scope of work:

a) Architect's scope of work shall be as follows:

- i) Architectural Design Services;
- ii) Civil & Structural Engineering Design Services;
- iii) Sanitary, Plumbing & Electrical Engineering Design Services;
- iv) Supervision of works by deputing full time Resident Engineer;
- v) Certification of Contractor's bill after joint measurement by the Resident Engineer;
- vi) Submission of As-Built Drawings;
- vii) Inspection during Defect Liability Period as per the requirement and necessary instruction to the Contractor to rectify the defects, if any.

b) Scope of work includes:

i) Preliminary Evaluation:

- a) Follow statutory norms & regulations for the Project Area including local Byelaws, if any.
- b) Site survey including Geographical location and Weather conditions. However, soil testing report will be provided by BRBNMPL.

c) Checking of existing Service Networks like Water Supply, Sewerage System, Electric Supply, Connecting Roads, and Tele-communication services etc. and design inter connection with such system accordingly.

ii) Concept Design:

- a) Preparation of concept scheme of the area showing Service Networks with relevant details, circulation pattern, schematic layout of utility services and relevant details;
- b) Furnish approximate project cost based on BRBNMPL's requirement as per PWD SR (WB)/ CPWD/ Analysed Rates duly supported by detailed analyses for the items not covered in the schedules;
- c) Preparation of conceptual drawing with respect to the client's requirement and site condition;
- d) Preparation of 3D computer generated model showing the proposal.

iii) Pre-work for implementation:

- a) Preparation of all necessary drawings for Architectural, Structural, Finishing, Service Network connections with elevation, landscaping etc., complete in all respect showing the common facilities for circulation, landscape, schematic network of services etc., complete as well as specifications and finishes.
- b) To prepare CPM Chart and work out realistic time schedule for the project completion;
- c) To submit certificate for the structural safety of the structural design;
- d) To get the structural design vetted by the mutually agreed third party.
- e) Preparations of all necessary drawings showing full architectural, elevation and other development control and material to be used;
- f) Furnish modified estimate of project cost based on approved designed/ scheme;
- g) Preparation of necessary drawings for the statutory body to get the approval for construction (if required) &
- h) Preparation of draft Tender Document containing detailed B.O.Q. and Technical Specification for all items of B.O.Q in soft copy & hard copy for floating of the tenders, including quality control measures and method of material checking.

iv) Implementation Stage:

Architect shall prepare the tender documents and proposed list of Contractors and submit to BRBNMPL for floating the tender, BRBNMPL shall finalize the contractor and place work order, however the Architect scope includes,

- a) Day to day site supervision to ensure that the Contractor carry out the works according to the drawings and specifications supplied to them.
- b) For day-to- day close supervision/ monitor the progress of the work to complete within the allotted time period, the Architect will employ a site Engineer / Resident Engineer, who will generally carryout the supervision under the Architects guidance to see the quality of workmanship and materials used. Also monitoring and ensuring the progress of work as per time schedule.

- c) To check-measure, scrutinize and certify the Contractor's Running Account bills and final bill within the prescribed time schedule with the Contractor in conformity with the Contract agreement between BRBNMPL and the Contractor.
- d) To recommend for Extension of time as per Work order clause provision, if necessary
- e) Visit of senior architect to the site of work and provide periodic supervision as and when necessary to clarify any decision or interpretation of the drawing and specifications and to ensure that the project proceeds in accordance with conditions of contract,
- f) To submit the detailed quantities of cement and steel as per theoretical and actual consumption to assess the quality of works,
- g) To recommend for Work Completion Certificate to be issued to the Contractor.
- h) To provide any other services in connection with the said work and normally rendered by the Architect and not referred above,
- i) To submit all the relevant 03 (three) sets of as Built/ Working drawings including all Service Connections & Networks and all the relevant details/ data pertaining to this project in hard and soft copy.

v) Responsibility during D.L.P of Contractor:

Architect should give required services during Defect Liability Period of 01 (one) year from the date of completion of the construction work. During this period, if required Architect shall be called for their advice and suggestions to get the defects rectified by the contractor.

Architects Covenants:

- a) The Architect covenants that the services mentioned under this agreement shall be completed according to the time schedule as agreed between the parties (BRBNMPL and the selected Architect) and offers all reasonable assistance in ensuring timely completion.
- b) The Architect shall offer all reasonable assistance in ensuring quality of workmanship and materials for all the works for which they are responsible and that it is according reasonable standards (as laid out by Bureau of Indian Standards) having regard to the nature and character of the services.
- c) The Architect shall not approve contractor's work unless the Architect has confirmed that the work to which the claim relates to has been performed to the standard and specification required and given by BRBNMPL.
- d) The Architect shall assist BRBNMPL for ensuring timely completion.

Section VIII: Quality Control Requirements/Declaration by the tenderer

[Architect/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. We also confirm that qualified civil Engineer shall be posted for supervision of the job.
3. I/We also confirm that all design, drawing and construction work shall be ensured to be as per relevant IS.
4. Price BID has been submitted as per given format (*Section XI: Price Schedule Bid*) in separate sealed envelope.
5. Payment terms are accepted as per tender conditions.
6. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date: / / 2017

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

Section IX: Qualification/ Eligibility Criteria

Part-I: Pre-qualification Bid Criteria:

1. **Minimum qualification: The Bidder/Architect should be registered with Indian Council of Architect.** The Architect should have completed similar nature of work in planning, designing and construction of buildings /office interiors/renovation of building works etc., Also the Architect 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 1.

- i. DD for Earnest Money Deposit and cost of Tender document.
 - ii. Status of the Firm with copy of Registration / deed (Proprietorship / Partnership / Limited etc...).
 - iii. Copy of GST Registration.
 - iv. Copy of Income Tax PAN.
 - v. Audited Balance sheet of Last 3 years,
 - vi. Financial Turnover Certified by Chartered Accountant for the last 3 years as per format enclosed at Annexure A.
 - vii. Profit and Loss account Certified by CA for last 3 years i.e., for the year 2014-15, 2015-16 & 2016-17.
 - viii. Submission of list of technically qualified and experienced personnel for the execution of job. They must have at least One qualified graduate Architects having minimum of 5 (five) years' experience in planning, designing and construction of buildings /office interiors/renovation of building works on their regular establishment and necessary drawing office with supporting staff for being always available for providing necessary consultancy services and required details. They should also have computer facilities with Auto cad package.
 - ix. The bidder should have adequate organizational structure comprising of qualified Architects, Engineers, specialists, other technical officers and staff along with associates if any, to execute work of such nature and magnitude.
 - x. Declaration regarding Black Listing. Undertaking should be given by the Architect that —Our Firm has not been black-listed/ performance of our Firm had never been unsatisfactory and our Firm had not been debarred or delisted by BRBNMPL or by any other Govt. or quasi Govt. within last 5 years ending 31.08.2017.
 - xi. The Average annual financial turnover of the tenderer during the last 3 years ending 31March 2017 should be 30 % of estimated value 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 ie. **Rs. 1.76 lakhs** in the last 7 years up to **31/07/2017**.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value i.e . **Rs. 2.20 lakhs** in the last 7 years up to **31/07/2017**.

OR

One similarly completed works costing not less than the amount of value of 80% of estimated value i.e **Rs. 3.52 lakhs** in the last 7 years up to **31/07/2017**.

The Word “Similar nature of works” expresses the experience of Architectural Design, Estimate, construction supervision of Civil and Structural Works.

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 will 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

6. **Part-II Price Bid:**

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

The Price Bid should contain the following:

- a. Price Bid schedule form: Section -XI only.

7. **Submission of Tenders shall be as under:**

- a. **Envelope - 1 : containing Part-I (Technical Bid)**
- b. **Envelope - 2 : containing Part-II (Price) Bid :**

Above two sealed envelope should be put in a **third** sealed cover super scribed with the name of the work and tender No. with due date of opening as mentioned in the tender form.

Important:

1. Please note that the Architects who have worked earlier with BRBNMPL and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
2. Tenders received after the below mentioned time and date, whether sent by post or delivered in person are liable to be rejected.
3. In case of any clarifications, **bidders may contact civil maintenance section at THE CONTACT NUMBERS PROVIDED ABOVE on any working days between 08:30 Hrs. – 17.15 hrs.**

Confidentiality Statement

“The information, which is contained in this document will not, in whole or in part be reproduced, transferred to other documents/electronic media or disclosed to others without written consent of BRBNMPL”. We shall also undertake to maintenance secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

Dated this _____ day of _____

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

(Name & Address of Bidder)

Tender No. 062/MYS/IFP/ 2017-18

Dated:

DECLARATION

To Whomsoever It May Concern

This is to confirm that we M/s._____ have not been blacklisted / debarred by BRBNMPL/Government of India in the past 5 years till date.

Dated this _____ day of _____

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

(Name & Address of Bidder)

Tender No. **062/MYS/IFP/ 2017-18**

Dated

DECLARATION

*It is declared that I _____ Proprietor/Owner/
Director/ Authorized Signatory of M/s _____ at
_____ (address) on behalf of the participating
firm am competent and legally authorized to submit the tender and / or to enter into legally
binding contract with BRBNMPL.*

Dated this _____ day of _____

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

(Name & Address of Bidder)

Section X: Tender Form

(To be submitted along with Price bid)

Date

To
The General Manager,
BRBNMPL,
Note Mudran Nagar,
Mysuru – 570 003

Ref: Your Tender No. 062/MYS/IFP/ 2017-18 dated 22/09/2017

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (description of goods and services) in conformity with your above referred document as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V — "Special Conditions of Contract", for due performance of the contract.

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

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

Dated this _____ day of _____
For & on behalf of

(Signature with date)

(Name and designation)
Duly authorized to sign tender for and on behalf of

.....

Section XI: Price Schedule

PRICE BID FORMAT

(To be submitted in company's letterhead)

To
The General Manager.
BRBNMPL, Mysuru -570 003

Sub: Price Bid for "Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru"

Reference : Your Tender No. 062/MYS/IFP/ 2017-18 Dated 22/09/2017

Sl. No.	Particulars	Percentage of Architectural fees both in figure and words
01	Comprehensive Architectural fee to be charged for the services provided as mentioned in the Scope of Work given at Para-II of Section-VII with Technical Supervision on total actual Construction Cost for the Civil Works undertaken by the Consultant . (To be quoted in percentage of the total Project value for the construction).	
	GST	

- The tender shall be finalised on 'L1-Lowest Bidder' Basis.**
- The rates shall remain valid for a period of one year. Repeat order shall be placed at the same rates and terms for any additional work.*
- The quoted rates are inclusive of all. (GST shall be paid at par as per prevailing rules).*
- No escalation shall be entertained over the quoted rates during the tenure of the contract.*
- The rates are quoted with all awareness of the site conditions and after going through the tender documents in details.*
- Price with condition(s) shall be liable for rejection.*
- Price should be quoted exactly as per the format.*
- Conditional discount/ rebate etc. shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.*

We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions.

Thanking you,
Yours faithfully,

Seal

()
Name & Signature with date.

Section XII
I. TECHNICAL BID / QUESTIONNAIRE
(To be submitted in company's letterhead)

From,
Company Name,
BRBNMPL Vendor Registration No:
Address.

To
The General Manager,
BRBNMPL, NOTE MUDRAN NAGAR
MYSURU - 570 003.

Dear Sir,

Sub: Part-I: Techno-Commercial Bid for “Appointment of Architect for Civil Works for Ink Project at BRBNMPL, Mysuru”

Reference : Your Tender No. 062/MYS/IFP/ 2017-18 Dated 22/09/2017

We have received your Tender enquiry cited and we are pleased to enclose the following as our technical bid for your kind consideration.

1. Our company's profile.

- a) Name of the firm :
- b) Status of the firm : Proprietor / Partnership / Regd. Company / Co-op. Society
- c) Local / GST Regn. No.: _____ (Copy of Certificate enclosed)
- d) Income Tax P.A.N. No.: _____ (Copy enclosed)
- e) Bankers and their Address: _____
- f) Whether falling within MSME? (Micro, Small and Medium Enterprise) , if so please furnish documentary evidence to this effect.(In case documentary evidence to this effect is not furnished it will be presumed that you do not belong to MSME and accordingly shall be taken on record.)

2. Documents in support of eligibility criteria :

a) Financial Soundness:

Sl.No	Description	2014-15	2015-16	2016-17
1	Annual Turnover			
2	Net profit			
3	Net worth of the firm			

(To be filled by tenderer. Please don't write like “attached” or “refer” and attach certificate of chartered accountant in the above format)

b) Experience.

Sl.No	Company Name	Work order No & Date	Details of work	Order Value	Date of completion
1					
2					
3					
4					
5					

(To be filled by tenderer. Please don't write like "attached" or "refer")

- We confirm that we possess the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply of the tendered item, as per your specifications and delivery schedule. Necessary documents like copies of Work orders, Certificate of chartered accountant for the financial standing are enclosed herewith.
 - Technical details of the items like make, model number, data sheet etc. for the items mentioned in our BOQ.
 - Write up about the proposed system and its working principle.
 - We have never been blacklisted/debarred by BRBNMPL.
 - We confirm having been in the business continuously for the last three years. (documentary proof attached)
 - We also enclosed herewith DD No. _____ for Rs. _____ as EMD against this tender.
3. We confirm that we have quoted exactly for the tendered product as per your specifications given in Section VII.
 4. We confirm that the Price bid is quoted exactly as per your format Section-XII and is inclusive of material, labour and all statutory levies, duties, laying, freight, handling, loading, unloading charges, delivery at your Press.
 5. We confirm that there would not be any price escalation during the supply period.
 6. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance.
 7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.

II. Compliance Statement: (To be filled and enclosed with Technical bid)

Sl.no	Item	Details	Ref /page no of document attached
1	Company profile, Address, Phone, FAX no, Contact Person, etc		
2	Proprietorship/ Partnership/Limited etc		
3	GST No		
4	PAN / Income Tax Registration Number etc.		
5	Bankers Name and address with branch code/Account no/Type of account/When opened etc.		
6	Experience as per Section IX of tender document		
7	Financial Standing as per Section IX of tender document. (Please attach certificate from chartered accountant as per the format mentioned in Section XI-2(a))		
8	Enclose duly filled format as per compliance statement -III		

We have attached the documentary evidence in support of above-mentioned information. We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both, our bid may be rejected without any reference to us. We further clearly understand that BRBNM (P) L is not obliged to inform us of the reasons of rejection of our bid.

(Signature, Name, designation, contact address and Telephone number of the authorized signatory)
Seal

CHECK LIST

(Please fill this check list and attach with technical bid)

Sl.No	Description	Enclosed	Remarks
1.	DD for Rs.500.00 as Tender fee	Yes/No	
2.	DD for Rs. 8,800.00 as EMD	Yes/No	
3.	Tender Document Section I to Section XVII duly sealed and signed	Yes/No	Please download the Section II & IV of tender document from www.brbnmpl.co.in and seal and sign it.
4.	Technical Bid –Section XII (Duly filled)	Yes/No	
5.	Purchase order /Work order copy or completion certificate as proof of experience	Yes/No	
6.	Delivery Schedule (Eight weeks from date of issuing of Work order)	Accepted / Not Acceptable (Pl.Specify)	
7.	Chartered Accountant certificate /PL statements certified by chartered Account as proof for Financial Soundness (shall highlight Turnover, Net worth and Profit).	Yes/No	
8.	Certificate confirming 'Not blacklisted by Govt Departments /BRBNMPL	Yes/No	
9.	PAN Card copy	Yes/No	
10.	Copy of GST Registration certificate	Yes/No	
11.	EMD & Tender Fee in one sealed cover	Yes/No	
12.	Technical Bid in one sealed cover	Yes/No	
13.	Price Bid in one sealed cover	Yes/No	
14.	All the three sealed covers (Sl No-11,12, &13) in one sealed cover	Yes/No	

Seal and Signature

SECTION XV: Bank Guarantee Form for Performance/ Security Deposit.

(To be submitted by Successful Architects after receipt of Notification for award of contract)

_____ [Insert Bank's Name, and Address of Issuing Branch or Office)

Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date: -----

Performance Guarantee No. _____

WHEREAS (name and address of the Architect) (hereinafter called "the Architect") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Architect, 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 Architect to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding me said debt from the Architect 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 Architect shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

This guarantee will remain in force for a period of sixty days after the date of all contractual obligations by the Architect, 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

Section XVI: Contract Agreement 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:
 - i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (in Rs.)	Total price (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
- v) Consignee, including port consignee, if any

- vi) Warranty clause
- vii) Payment terms
- viii) 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
BRBNMPL, MYSURU

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.

Signature and Stamp of Architect

Date: / / 2016

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,
Mysuru - 570003.

Invoice / Bill No. & Date	
PAN No.	
GST Registration 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: R/A Bill No.
4.	EMD :
5.	Security Deposit: Rs
6.	Any other details/Remarks:
7.	R/A Bill amount Rs.
8.	Cumulative amount
9.	Deduct already paid
10.	Net amount payable
11.	GST @ 18% on net amount payable
12.	Total amount including service Tax
(In words.....)	

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

Signature with name and Stamp of Agency

Seal of Agency/Firm

Annexure -A**Proforma of Financial Turnover Certificate****Certificate**

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

TO WHOM SO EVER CONCERN

Dear Sir,

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

This is to certify that M/s. _____ (Agency Name & Address) are in the business of contracts execution for last 03 completed years (considered upto 31st March 2017 of last financial year). Their performance report as required under tender conditions for the last 3 years is as follows.

Years	Annual Turnover	Profit / (-loss) for the year	Net worth as on year end
2016-17			
2015-16			
2014-15			
Total			

The above information is based on the audited accounts.

Place:

Date:

Seal

Signature of CA with membership No.

Annexure - B**Details of experience of the proprietor/ partner / Directors/ Associates/Architects/ Employees**

Details of experience of the proprietor / partner / Directors / Associates /Architects / Employees should be furnished in the following Format for each individual.

Sl. No.	Name	Age	Qualifications	Consultancy experience	Nature of works handled	Name of the projects handled with cost details	Date from which employed in the present organization	Indicate special experience, if any
1.	2.	3.	4.	5.	6	7	8	9

NOTE:

Mention other points, if any, to show technical and managerial competency to indicate any important point in your favor.

[For all the above items, documentary proof (Self attested copies) to be attached

Signature of the applicant

Annexure – C

List of important residential /Educational/ industrial /Interior projects executed by the organization during last 5 years

Sl. No.	Name of the project and location	Nature of work involved in the contract (e.g. residential/ Commercial/Institutional Building work etc.)	Name of the owner, also indicate whether Govt./Semi Govt./ Govt. of India undertaking or Private body, with full address	Project cost in Rs. Lakhs	Completion period		Any other relevant information
					Stipulated	Actual	
1.	2.	3.	4.	5			6

Note:- Separate sheet to be furnished for different projects

Signature of the applicant

Signature

Note: Documentary evidence should be furnished along with photograph of the projects handled/three dimensional view of the design drawing project handled.