

Tel दूरभाष : EPABX LINES - (0821) - 2582905  
2582915, 2582925  
2582935, 2582945  
Fax फैक्स : (0821) - 2582099  
e-mail ई-मेल : mvsorepress@brbnmpl.co.in

**CIN : U85110KA1995PTC017100**



ISO 9001 - 2008,  
ISO14001-2004  
COMPANY

भारतीय रिज़र्व बैंक  
नोट मुद्रण (प्रा.) लिमिटेड

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

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

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

**Security Classification: Non Security Items**

**Tender Document for Repainting works at BRBNMPL, Note Mudran Nagar, Mysuru**

**Tender No: 090/MYS/CIVIL/2017-18**

This tender document contains: 44 pages

The tender document is sold to:

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

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri Pradip Kumar  
Designation:-Asst. General Manager  
Address: BRBNMPL, Note Mudran Nagar, Mysuru-570 003.  
Phone: 0821-2469 008 /2469 029  
Fax : 0821-2582 099

Email: pradipkumar@brbnmpl.co.in

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

Address for Correspondences:

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

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

| <b>Tender Clause / Section Reference</b> | <b>Tender Clause Description</b>                                  | <b>Remarks</b>  |
|--|---|---|
| Section I                                | Notice Inviting Tender (NIT)                                      | Enclosed  |
| Section II                               | General Instructions for Tenderer (GIT)                           | To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.                                      |
| Section III                              | Special Instructions to Tenderers (SIT)                           | Enclosed  |
| Section IV                               | General Conditions of Contract (GCC)                              | To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section                                       |
| Section V                                | Special Conditions of Contract (SCC)                              | Enclosed  |
| Section VI                               | List of Requirements  | Enclosed  |
| Section VII                              | Technical Specification   | Enclosed  |
| Section VIII                             | Quality Control Requirements /Compliance Statement by Tenderer    | Enclosed  |
| Section IX                               | Qualification/Eligibility Criteria                                | Enclosed  |
| Section X                                | Tender form   | Enclosed  |
| Section XI                               | Price Schedule (Price Bid)  | Enclosed  |
| Section XII                              | Questionnaire /Checklist  | Enclosed  |
| Section XIII                             | Bank Guarantee Form for EMD                                       | <i>Not Applicable to this tender.</i> In place of BG, Required DD is to be submitted for EMD as mentioned in section-I (Notice for Inviting Tender-NIT) |
| Section XIV                              | Manufacturer's Authorization Form                                 | Enclosed  |
| Section XV                               | Bank Guarantee Form for Performance Security / SD                 | Enclosed  |
| Section XVI                              | Contract Form   | Enclosed  |
| Section XVII                             | Letter of Authority for attending a Bid Opening                   | Enclosed  |
| Section XVIII                            | Shipping arrangement for liner cargo-                             | <i>Not applicable to this tender</i>  |
| Section XIX                              | Proforma of Bills for Payments                                    | Enclosed  |
| Section XX                               | Proforma for Financial Turnover for last 03 years certified by CA | Enclosed  |
| Section XXI                              | Pre contact integrity Pact  | Enclosed  |
| Annexure-A                               | No claim and No-due Certificate                                   | Enclosed  |

Tel दूरभाष : EPABX LINES - (0821) - 2582905  
2582915, 2582925  
2582935, 2582945  
Fax फैक्स : (0821) - 2582099  
e-mail ई-मेल : mysorepress@brbnmpl.co.in  
Website वेब-साइट : www.brbnmpl.co.in

CIN : U85110KA1995PTC017100



ISO 9001 - 2008,  
ISO 14001-2004  
COMPANY

भारतीय रिज़र्व बैंक  
नोट मुद्रण (प्रा.) लिमिटेड

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

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

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

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

BNM No. / (M) 19.50.38/2017-18

December 01, 2017

M/s

### **TENDER NO: 090/MYS/CIVIL/2017-18**

**Sub: Tender Document for Repainting Works at BRBNMPL, Note Mudran Nagar, Mysuru.**

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited for the **“Repainting Works at BRBNMPL, Note Mudran Nagar, Mysuru”**.

| Schedule No. | Brief Description of Goods / Services  | Quantity (with unit) | Earnest Money Deposit   | Remarks   |
|--------------|--|----------------------|---|---|
| 1            | <b>Repainting Works at BRBNMPL, Note Mudran Nagar, Mysuru</b><br>As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI. | As per BOQ           | <b>₹ 2,60,000 / -</b><br>(Rupees Two lakhs Sixty thousand only) | Estimate Value:<br><b>₹ 1,30,00,000/-</b><br>(Rupees One hundred Thirty lakhs only) |

### SALIENT FEATURES OF TENDER

| <b>S1. No.</b> | <b>Description</b>   | <b>Details</b>  |
|----------------|--|---|
| 1              | Tender No.   | <b>TENDER NO: 090/MYS/CIVIL/2017-18</b>   |
| 2              | Tender Date  | <b>December 01, 2017</b>  |
| 3              | Name of the Work   | <b>Tender Document for Repainting Works at BRBNMPL, Note Mudran Nagar, Mysuru.</b>  |
| 4              | Estimated Value  | ₹1,30,00,000/- (Rupees One hundred Thirty Lakhs only)   |
| 5              | Earnest Money deposit  | ₹ 2,60,000/- (Rupees Two lakhs Sixty Thousand Only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru Payable at Mysuru  |
| 6              | Cost of Tender Form  | ₹ 500/- (Rupees Five Hundred Only.) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru Payable at Mysuru  |
| 7              | Last date of sale of tender forms  | One day before the date of submission and closing up to 14.00 Hrs. (Incise holiday falls on that day - it shall be last working day).   |
| 8              | Last date of submission/ closing of the tenders  | <b>14.30 hrs. on January 03, 2018</b>   |
| 9              | Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)   | Shri. Pradip Kumar, AGM (Civil Maint.)  |
| 10             | Date of opening of Pre-Qualification Bid (Bid-I)   | 15.00 hrs. on <b>January 03, 2018</b>   |
| 11             | Date of opening of Technical Bid & Price Bid   | Shall be communicated to the eligible bidders.  |
| 12             | Validity of tender   | 120 days from the date of opening of the tender, which can be further extended for another 30 days.   |
| 13             | Date of Commencement   | Within Two weeks from the date of issue of LOI  |
| 14             | Period of completion   | Within <b>08 (Eight)</b> months from the date of award of LOI.  |
| 15             | Liability compensation for delay   | At the rate of 0.5% (half percent) of the incomplete contract value per week of delay, up to maximum of 10% (Ten percent) of the incomplete contract value after which the contract stands rescinded. |
| 16             | Defects Liability period   | 12 months from the date of work completion  |
| 17             | Minimum value of work for each R/A bill  | ₹ 20.00 Lakhs (Rupees Twenty Lakhs only)  |
| 18             | Performance Security deposit/Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL | Successful Bidders has to submit B.G. as performance security for 10% (Ten percent) of the tendered amount less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section: XV.        |
| 19             | Release of security deposit/RM   | After expiry of defects liability Period/Completion of contractual obligations including warranty obligations. ( 05 years )   |

|    |   |   |
|----|---|---|
| 20 | Period of submitting the final bill by contractor | Maximum period of two months from the date of completion. |
| 21 | Terms of contract and specifications              | As per schedule.  |

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

For and on behalf of BRBNMPL,

(Pradip Kumar)  
Assistant General Manager

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

1. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 Hrs. One day before the last date of submission ( In case holiday falls on that day, it shall be last working day) against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website ([www.brbnmpl.co.in](http://www.brbnmpl.co.in)) in which case the cost of the tender form in the form of DD/Pay Order/Bankers Cheque should be submitted in the envelope containing Earnest Money Deposit. The offer of the tenderers who do not submit the cost of the Tender Document downloaded from the website shall be liable to be rejected. Issuance of tender paper shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.
2. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
3. **Tenure of Contract:** The work should be completed as per the time period mentioned in the tender form. Time is essence of this Contract. Any extension of completion period with valid reason shall be submitted at least two weeks before schedule date of completion citing the reasons for delay.
4. **E.M.D:** An EMD of ₹ 2,60,000/- ( Rupees Two lakhs Sixty Thousand Only ) is payable in the form of Demand Draft/Banker's Cheque/Fixed Deposit along with authorization form enclosed in Annexure B (subject to encashment) drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysore drawn from any scheduled Commercial Bank in India, payable at Mysore. Please refer GIT Clause 18 under Section II, In case E.M.D is not submitted along with the tender ( Technical Bid Part – I ), the offer will be liable for rejection. However, please note DGS&D / NSIC, New Delhi registered firms are exempted from submission of requisite EMD.
5. **Contract Price:**

The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion, water, electric consumption meters, scaffolding, centering, boxing, Staging, planking, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including, Sundays and holidays, temporary electric supply and plumbing work, etc., as occasion shall require or when ordered to do so, charges incurred for laboratory tests of materials and specimens and arranging for field testing as per the IS provisions and as instructed by the BRBNMPL representatives, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the BRBNMPL. The rate quoted shall be deemed to be for the finished work to be measured at site. The rate quoted shall also be firm irrespective of any variation in quantities of items given in the schedule of items.
6. **Optional Quantity/Additional Work order:** Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; contractor shall not claim any extra rate on this account.

Any additional works not covered in BOQ but are required to be carried out to complete the job in all respect, shall be executed by the Contractor and payment for same shall be released as per prevailing KPWD (Mysuru Circle) Schedule of Rates or as per Market analysis. BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates.
7. The successful contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.
8. **Payment Terms:** Contractor will not be paid any mobilisation advance or secured advance. All the bills should be submitted as per Proforma bills for payment (Section-XIX).



- a. **R/A Bills:**
    - i. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per measurements submitted for certification to BRBNMPL Officer in MS excel MS sheets in standard measurements sheets. Deductions will comprise the deductions as stipulated including statutory deduction.
    - ii. All progress payments made / R/A bills paid shall be regarded as payment by way of advance against final payment only and not as payment for the work completed.
    - iii. The contractors must finally complete the work strictly in accordance with the Specifications, if required, by reconstructing or rectifying faulty work.
    - iv. All R/A bills/ invoices for progress payments as well as for final payments shall be submitted in prescribed printed computerized forms supported by detailed measurement of items of work.
    - v. The minimum value of interim bill/monthly bill/progressive running account (R/A) bill shall not be less than ₹ 20.00 Lakhs as mentioned in the tender form.
    - vi. All payments to the Bidder shall normally be made by Account Payee Cheques/Electronics clearing facility. All Bank charges in connection with payment by way of Demand Draft on specific request to the Bidder shall be borne by the Bidder /RTGS on submission of the request by the bidder as per Finance Department requirement.
    - vii. For post inspection reports, bills, invoices etc., shall be submitted alongwith all the bills.
  - b. **Final Bill:** The final bill along with Warranty Certificate from the manufacturer duly certified by the contractor, post inspection report from the manufacturer, No claim and No due certificate as per enclosed format in Annexure-A shall be submitted by the Bidder within 2 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after the clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to the BRBNMPL.
9. Please send your competitive bidding in sealed cover super scribed as **“Tender Document for Repainting of works at BRBNMPL, Note Mudran Nagar, Mysuru”** against Tender Enquiry No.: **090/MYS/CIVIL/2017-18 dated December 01, 2017** to reach us on or before 14.30 hrs. on **January 03, 2018** at BRBNMPL, Mysuru with the following two separate sealed covers:
- a. The First sealed cover super scribed as Technical bid (part I) against Tender Enquiry No. **090/MYS/CIVIL/2017-18 dated December 01, 2017** should contain all the documents in support of Qualification/Eligibility criteria (Section IX), Cost of Tender Form and EMD amount and all the Technical details offered by the tenderer including Section VIII – Quality Control Requirements/Compliance statement by Tenderer, Section-X: Tender Form, Section XII: Questionnaire, Section XIV: Manufacturer’s authorization form (if applicable), brochure and product details etc., of the item being offered. No information regarding price should be mentioned in this part.
  - b. The Second sealed cover super scribed as PRICE BID (part II) against Tender Enquiry No. **090/MYS/CIVIL/2017-18 dated December 01, 2017** should contain only Section XI – Price Schedule exactly as per Proforma duly filled and signed. BRBNMPL reserve the right seek for price justification/breakup against quoted rate.
  - c. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
  - d. The Technical bid part (part I) tenders will be opened at **15.00 hrs** on January 03, 2018 in the presence of available tenderers or their authorized representatives. Subsequently vendors who have qualified in technical bid shall be intimated of the opening of the Price Bid. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.
- 10. Clarification of Bidders:** For any clarification bidder may contact on any working day during working hours before submission of tender paper. Contractor is advised to visit

the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained. Our contract numbers are: **0821-2469008 /2469029.**

11. **Withholding of Payments:** The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:
  - a) Defective work pointed out by the Employer and not remedied by the Contractor.
  - b) Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers, or to nominated Sub-Contractors.
  - c) Damage by the Contractor to the work of other Contractors or Sub-Contractors.
  - d) A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
  - e) A reasonable doubt that the Contractor intends to leave work items incomplete.
  - f) Failure of the Contractor to execute the Works in conformity with the Contract Documents.
  - g) Failure of the Contractor to meet or keep-up with the approved Construction Program.
  - h) Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.
12. **Extra Items in the works:** Any extra items that are found to be necessary during the course of work, the same shall have to be executed by the contractor with written instruction from BRBNMPL. The rates for the same shall be derived from KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates).
13. **Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Order Value by way of Demand Draft (DD) / Bank Guarantee (BG) valid up to Sixty days after date of completion of all contractual obligations, including warranty period, (Please refer GCC Clause 6 under Section IV.) failing which the successful tenderer liable for forfeiture of EMD and other action as deemed fit by BRBNMPL.
14. **Liquidated Damages:** If the supplier fails to deliver any or all of the goods within the time frame (s) [delivery schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods [value of quality for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10 %. [Please refer GCC Clause 24 under Section IV].
15. **Defects Liability Period:**  
**Warranty: The re-painting work should be warranted by the manufacturer against defect in the quality of paint & workmanship for a period of at least 05 years from the date of successful completion of work.**  
 Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder, shall upon the directions in writing of the BRBNMPL, and within such reasonable time as shall be specified therein, be amended and made good by the Bidder, at his own cost and in case of default the BRBNMPL may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.
16. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
17. 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.
18. If the tenderer is registered under DGS&D/NSIC, New Delhi they have to clearly mention and submit a copy of supporting documents. In absence of any such



declaration, tenderer shall be considered as not registered under DGS&D/NSIC, New Delhi. Tenderer registered with NSIC/DGS&D are eligible for exemption of only EMD. As regarding SD, the tenderer who are registered with DGS&D /NSIC should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Pre-Qualification Bid-part-I.

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

given in SECTION-XVI. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the contractor shall be forfeited and BRBNMPL may initiate appropriate action as deemed fit.

26. **Indemnity :** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.
27. **Correction of Work Before Virtual Completion of Works:** The Employer, its representatives shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemised in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Employer from any money that may be payable or that may become payable to the Contractor.
28. **Termination:** If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days' notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by him due to the

Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.

29. **Resolution of Disputes / Arbitration:** If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Mysuru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us.

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

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

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

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

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

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

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take "Workmen's Compensation Insurance' policy to all of his workmen engaged for the said job and copy of the same to be submitted. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during the repainting works against any type of personnel injury or any damage to the property, which can arise during working. Adequate safety gadgets shall be provided by the contractor to the workmen as per norms.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) Protective gear such as safety masks/goggles/helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.

- g) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BRBNMPL in this regard shall be final and binding on the contractor.
- h) The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
- i) Contractor shall indemnify BRBNMPL against any liability, cost/claimed damage involvement due to any untoward incident arising out of improper supervision or inadequate safety measures and these will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- j) 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.
- k) Contractor must ensure that the number of labours/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- l) Gate passes for all the workers shall be applied in the prescribed Gate pass Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.

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

The following statement also has to be signed by the Contractor.

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

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

3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
4. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
5. The calculations made by the tenderer should be based upon probable quantities of several items of work which are furnished for the tenderer's convenience in the schedule of probable quantities but it must be clearly understood that the contract is not a lump sum contract.
6. The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.

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

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

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

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

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

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

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

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

The following Special Conditions of Contract (SCC) will apply for this 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 GGC and that in the SCC, the provision contained in the SCC shall prevail.

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

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

## **Section VI & VII: List of Requirements as per Scope of Work & Technical Specifications**

- a. Scope: The Scope of work under this contract will broadly include the **Repainting of Utility Establishments like Water treatment Plants along with Over head water tanks, STP, Fire station with drill tower, various quarters & buildings at Note Mudran Nagar, [ Plant & Township area ] Mysuru** ( both inside & out side ) as called for.
- b. To execute the works mentioned in the BOQ as per the IS, CPWD and KPWD specifications (whichever applicable) and to the satisfaction of the officials from BRBNMPL.
- c. The Contractor must compulsorily provide suitable scaffolding from casurina poles or steel pipes for all structures/buildings [height more than 6.00 m] including longitudinal & transverse middle braces at 2.00 m Centre to Centre with additional safety to provide net below and side of working area at each height as per standard specifications & directions. Provision of scaffolding wherever required and removal of the same at all heights and levels for G+2 & G+3 buildings. It is Contractor's responsibility to provide safety belts to all workmen engaged at such height. No extra payment will be payable/considered for all types scaffolding/staging works.
- d. The Contractor must take prior written approval/clearance from BRBNMPL before commencement of all painting works at each stage during execution of painting work.
- e. The contractor has to match the shade of the paint to be applied with exactly with the existing shades and in case any change in shade, prior approval should be taken from BRBNMPL.
- f. Any excess quantity of paint shall be taken back by the contractor and no payment shall be made by BRBNMPL for the same. No manual stainer colour mixing is allowed at site. Only computerized colour mixing is acceptable. Contractor has to purchase the approved material showing batch number and shade number of each material.
- g. The Contractor must complete all the required plastering patch works before commencement of painting works and also to obtain written approval for the same. If plastering work is not done, due to any reason what so ever, measurement shall not be taken and the area of such portion will be not be considered for payment.
- h. Contractor has to provide samples of colour shade and obtain approval from BRBNMPL before commencement of work.
- i. The rates quoted should be inclusive of scaffolding, staging as the works include working at all levels and heights. Wherever required, plastering must be done before application of paint.
- j. The necessary workman compensation / insurance policies to be submitted before the start of work.
- k. **Mode of Measurements:**  
Mode of measurements for all items of work shall be as per IS 1200 – Method of Measurement for Building and Civil Engineering Work.
- l. The defined scope of work shall be as set out under Special Conditions of Contract and the same are broadly described as below:
  - i. The rate for respective item(s) shall be for the complete finished work and shall also include but not limited to the following bye-works/ activities, all complete at all level(s) and location(s) as per specification and direction of BRBNMPL, representatives.
  - ii. Preparation of surface to receive finishing, cleaning of existing old paint by scraping etc. all dusts, dirt, oil & grease spots, traces of algae, efflorescence and other foreign materials to be removed by adequate methods including filling of gaps / depressions with approved putty & applying flat oil/ linseed oil base coat/s wherever required including minor repairing of plastering etc.
  - iii. Extra provision necessary to provide finishing in layer, plugging nail holes etc, and finishing them smoothly.
  - iv. All provisions necessary to achieve levels and true profiles and uniform texture.
  - v. Curing by appropriate means.



- vi. Removal of unused materials, dirt and debris. Cleaning of area thoroughly after completion of work.
- vii. Use of only 1st quality paint of fresh batch, approved make and brand like Berger/Nerolac/Asian/ICI Dulux or equivalent and provision of primer coat wherever applicable. The work is to be carried out strictly in accordance with the technical specification of the paint manufacturer & item description.
- viii. Additional work to rectify the improper workmanship especially if final finish is not satisfactory.
- ix. Protection of painted surface during application and till final handing over.
- x. Provision of brushes, abrasive papers, indigo and gum etc.,
- xi. All works shall be carried out with due regards to the convenience of occupants. The arrangements and the program of work must be adjusted accordingly. While working in Security Area, Security rules of the Company shall have to be followed.
- xii. Quantities mentioned in the BOQ/Schedule of items are tentative and subject to variations as per site requirement for which rates/terms shall not be altered. Payment shall be made as per the actual work done.
- xiii. Rates shall be inclusive of doing plaster patch work and also making up the broken, edges of walls, columns, beams, sills, ceilings, etc. so as to match the existing surface. The patch repairs shall generally be carried out as under.
  - 1. Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the BRBNMPL, officers.
  - 2. The surface to be patched & shall be wetted thoroughly and if plain, shall be racked or roughened up by hacking.
  - 3. The plastering shall be done as directed. The finishing coat shall match with adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
  - 4. The Cement mortar used shall be 1:4 (One part Cement to four parts of Sand by volume) and the work shall be done as directed by the Engineer.
  - 5. The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
  - 6. Wide cracks in plaster, if any due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed. Filled with 1:2 cement plaster with the addition of "groutex" or "Expandex" and surface finished with plaster of paris. No payment will be made for this operation.
  - 7. Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOWFILLA or equivalent". The rates quoted for respective items shall be inclusive of this operation.
- xiv. Special care shall be taken by providing suitable covers tarpaulins etc., to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants. The rates quoted shall include covering of furniture's and for handling and re-arranging the furniture etc. and any damage to property caused by the contractor, shall be made good by the contractor at his cost. The internal painting work in residential buildings, shall be done in sequence to complete all works required to be done, in as short time as possible, in that area has been completed.
- xv. Surface prepared for painting shall be got approved before proceeding with painting work. Similarly, work for each coat shall also be got approved from the Engineer before proceeding to next coat. A log book shall be maintained for this purpose.
- xvi. No further coat shall be applied till previous coat has completely dried.
- xvii. Additional coats shall have to be given without any extra cost, if instructed by the Engineer, over and above the number of coats prescribed till the surface presents smooth and uniform finish.
- xviii. After day's work is over stains of paint on floor, fittings furniture, glass panes etc. shall be thoroughly removed.
- xix. The contractor shall include the cost of erecting scaffoldings for painting the building from inside and outside in his rate.

- xx. Care should be taken to paint electric wirings on batten for which no extra payment will be made.
- xxi. The Contractor shall arrange all the required materials, tools tackles, labour, transportation etc., at his own cost.
- xxii. The Contractor must follow all safety norms during his work & also take care of BRBNMPL property as per instructions.
- xxiii. The Contractor must clear the site at his own cost after completion of his work; otherwise BRBNMPL will deduct a suitable amount from their bills and get the job done separately.
- m.** Tools and tackles required for carrying out the works has to be arranged and maintained by the contractor. A list of tools and tackles, which the tenderer can supply along with the quantity, specification, make etc., shall be furnished along with the tender. Successful bidder placed with work order should obtain the 'Gate Pass' for bringing its tool and tackles inside the premises and such 'Gate Passes' shall be preserved by him till all tools are taken back.
- n.** Space For Storage of Construction Materials:  
Contractor shall arrange for stacking of construction material. The construction material requirement shall be planned by the contractor in advance so as to meet the construction schedule. These materials shall be brought to the site by the contractor as and when required at his own cost. BRBNMPL will not be responsible for any theft or damage of materials or excess materials brought to site.
- o.** Contractor shall plan meticulously, all his construction activities to meet the stipulated Time Period. If any additional equipment, tools and tackles are required for the construction, the contractor shall immediately arrange for the same.
- p.** Arranging all the construction equipment, tools and tackles shall be deemed to have been included in the contractor's offer. No extra cost shall be paid on account.
- q.** Clean Up of Site Work:  
During execution, the CONTRACTOR shall without any additional payment, at all times keep the working and storage areas used by him, free from accumulation of waste materials or rubbish. Before completion of all painting works, he shall remove or dispose of in a satisfactory manner all excess materials, temporary structures, waste and debris and leave the premises in a condition satisfactory to BRBNMPL.
- r.** Materials: BRBNMPL shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect. The materials should be as per BIS specification.
- s.** Recovery & Rectification of work: In case contractor fails to attend the work within a week from the date of intimation, it shall be got rectified by the owner through another agency & money spent thus shall be recovered from the contractor.
- t.** Electricity & Construction water: Necessary source of electricity & water required for works will be taken from the available nearby source if surplus. Incase the same is not available it should be arranged by the contractor. But all necessary arrangements for such connection shall be made by the contractor.
- u.** Quality of materials and workmanship:
  - i. Proof of reasonability of the materials procured from the manufacturer should be submitted along with the bill for each consignment.
  - ii. Quality should be certified by the representative from the paints manufacturers before submission of the bill.
  - iii. Application shall be as per manufacturers' specifications.
  - iv. During tenure of work, the Contractor has to maintain a record of all materials brought to site & submit the same along with each RA Bills. Also, required to take the signatures of the occupants of the buildings for the works executed.

**Section VIII: Quality Control Requirements/Declaration by the tenderer -**  
**Tender Enquiry No. - 090/MYS/CIVIL/2017-18**

**Tender Document for Repainting works at BRBNMPL, Note Mudran Nagar, Mysuru**

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

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

Date:     /     / 2017

Place:

For and on behalf of

[ Signature with Name & date ]

Duly authorized to sign tender for and on behalf of

Company Seal

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

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

1. **Minimum qualification:** The agency/contractor should have experience in similar nature of works / **Painting Works**. Also the bidder should be currently in business and in sound financial condition.
2. The Tenderer should never have been blacklisted from BRBNMPL.
3. The bidder should be currently in business and in sound financial condition.
4. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2017.
5. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2017.
6. The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.
  - a. **Company Profile :**  
Documentary Evidence for Status of Company (Proprietary/Partnership/Private /NSIC) along with details of the contact person/(s) with mobile number, email address, fax numbers etc. and list of esteem clients.
  - b. **Financial Standing:**
    - i. Audited balance sheet & financial turnover **certified by CA** for previous THREE years i. e. for the financial year 2014-15, 2015-16 and 2016-17 ending on Mar 2015, Mar 2016 and Mar 2017.
    - ii. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2017 should be 30% of estimated value [ i.e. ₹ 39.00 lakhs ] or more.
    - iii. CA certified turnover as per the format enclosed at Section XX – Proforma for financial certificate
    - iv. Proof of having successfully completed similar works along with the work orders / performance Certificate/ Completion Certificate indicating a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 7 years ending last days of the month previous to the one in which tenders are invited as per either of the following:-

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

Three similarly completed works each costing not less than the amount of value of 40% of estimated value i.e. ₹ 52.00 lakhs in the last 7 years up to 30.09.2017.

**OR**

Two similarly completed works each costing not less than the amount of value of 50% i.e. ₹ 65.00 lakhs of estimated value in the last 7 years up to 30.09.2017.

**OR**

One similarly completed works each costing not less than the amount of value of 80% i.e. ₹ 104.00 lakhs of estimated value in the last 7 years up to 30.09.2017.

### **Note:**

Similar works means Painting Works.

Sub Contracted works will not be considered.

7. **Cost of Tender Form:** Cost of Tender Form is ₹ 500/-. Tender Documents can be purchased from our office up to one day before the last date of submission of the tender up to 14.00 hrs. during working hours against payment of ₹ 500/- by **Demand Draft /Pay Order/Banker's Cheque** in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD should be submitted in the envelope containing Earnest Money Deposit. **The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection.**
8. **Earnest Money Deposit (EMD):** The tender shall be accompanied by Earnest Money of value as mentioned in the tender form in the form of crossed Bank Draft/Banker's cheque/ Fixed deposit ( Subject to encashment ) only issue in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru, Payable at Mysuru and should be valid for 90 days. The Bank draft may be taken from State Bank of India or a Nationalized Bank or any Scheduled Bank. On acceptance of the tender, the earnest money will be treated as part of the security deposit. The BRBNMPL will return the earnest money deposit, where applicable, to every unsuccessful tenderer.
9. Documentary Proof of Registration with works G S T, valid sales Tax, PAN and Service tax clearance certificate.
10. For tenderers registered with NSIC/DGS&D, a separate undertaking is to be furnished for payment of SD in case they become L1 firm in bidding process.
11. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
12. Filled in and authenticated Tender Form (Section – X).
13. All the Copies of documents mentioned in Technical Bid (Clause No.: 7 (b) of Section-I)
14. Copy of complete set of tender documents duly signed with seal affixed except price bid.
15. Documentary Evidence:
  - a. ESIC and PF Registration Certificates.
  - b. An affidavit on stamp paper of ₹ 100/-(Non – Judicial) stating ***“In case any ambiguity is noticed in the Documents (list out documents) submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law”.***
  - c. Power of Attorney / Authorization with the seal of the company in the name of the person signing the Tender Documents.
  - d. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
  - e. History and Structure of firm name of director / partners / proprietor with technical staff along with proof of status of Firm (Partner/proprietor / limited etc.)
  - f. Detail of Civil and criminal cases and other legal dispute proceedings including arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last 5 years.

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

#### **Part-II Commercial (Price) Bid:**

The Commercial bid of the bidders who have qualified in Part-I only will be opened. The bid should contain the following: - Proforma of Price Bid (Section – XI) and Break-up of Cost for Price Bid.

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

The Sealed envelope shall be submitted in the Tender Box kept at the Administrative Building, Note Mudran Nagar, Mysuru on or before the stipulated date and time. The tender should be marked as **“Repainting works BRBNMPL at Note Mudran Nagar, Mysuru”** with **“Tender No. 090/MYS/CIVIL/2017-18** dated **December 01, 2017”** and original due date of opening at the top of the envelope. Each & every page of the tender shall be signed & stamped by the authorized bidder as an acceptance of terms and conditions. The bidders must make the entry of the tender submitted in the Tender register kept for the purpose before dropping the same in the Box.

### **Important:**

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

All the 2 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.

4. Tenders received after the below mentioned time and date, whether sent by post or delivered in person are liable to be rejected.
5. In case of any clarifications, **bidders may contact Civil maintenance section at 0821-2469008 / 2469029 (Direct) on any working days between 08:00 Hrs. – 17.00 hrs.**
6. **Dates:**
  - a. Last Date of submission of Tender: **January 03, 2018** at 14.30 hrs.
  - b. Date of opening of Tender: **January 03, 2018** at 15.00 hrs.
  - c. Date of opening of Price Bid (Part-II): To be communicated to the successful bidders in Technical Bid (Part-I).
  - d. Opening of Price bid: Shall be intimated to qualified bidders in due course.
7. Tender once submitted will be treated as property of BRBNMPL and Tenderer will not be allowed to make any change / modification in Tender or withdrawal of Tender. Claim for ignorance of Site condition will not be considered.

## **Section X: Tender Form**

### **Tender Document for Repainting Works at BRBNMPL, Note Mudran Nagar, Mysuru**

Company Name,

To:

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

Dear Sir,

**SUB: Tender Document for Repainting Works at BRBNMPL Note Mudran Nagar, Mysuru.**

Ref: Your Tender Enquiry No: **TENDER NO: 090/MYS/CIVIL/2017-18**

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

1. Our company's profile
  - a. Name of the firm :
  - b. VAT No. (Enclose Copy):
  - c. Income Tax P.A.N. No. (Enclose Copy):
  - d. Service Tax / GST Reg. No. : ( Enclose Copy)
2. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents are enclosed herewith.
  - a. Proof of Eligibility criteria & Experience.
  - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no. work completion certificates etc.
  - c. Audited balance sheet for previous Three years i. e. for the financial year ending March 2015, March 2016 & March 2017.
3. We have enclosed a) in a separate envelope DD No.....dated .....of amount as mentioned in the tender form Payable at Mysuru towards the payment of EMD amount.
4. Cost of Tender form ₹ 500/- (if down loaded from web site) is also enclosed as per details DD No. ....dtd .....
5. We confirm that the Price bid is quoted exactly as per your format and is inclusive of material, labour and all statutory levies, duties, service tax & all other charges as per Scope of work. Price break up is given as per the format of BOQ (Bill of Quantities).
6. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. In case any counter condition is put the tender is liable to be rejected. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of our acceptance along with EMD and tender form cost.
7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
8. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V — "Special Conditions of Contract", for due performance of the contract.
9. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and other tender conditions mentioned in Section-II :(General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC). (Please Refer website: <https://www.brbnmpl.co.in>)
10. We agree to keep our tender valid for acceptance for a period up to **120 days**



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

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

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

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

(Signature with date)  
(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you,  
Yours faithfully,

Seal

Signature with date  
Name:

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

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

**Proforma of Price Bid cum Bill of Quantities (BOQ) for Tender Document for Re-Painting Works at BRBNMPL, Note Mudran Nagar, Mysuru**

From:

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

To:

The General Manager,  
BRBNMPL,  
MYSURU – 570 003.

Dear Sir,

**SUB: Tender Notice Repainting Works at BRBNMPL, Note Mudran Nagar, Mysuru.**

**REF:** Your Tender Enquiry No: TENDER NO: 090/MYS/CIVIL/2017-18

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

**A. Item wise Price bid :** Bill of quantities and scope of work:

| <b>Si. No</b> | <b>Description</b>  | <b>Unit</b> | <b>Qty</b> | <b>Rate (₹)</b> | <b>Amount (₹)</b> |
|---------------|---|-------------|------------|-----------------|-------------------|
| 1             | Providing and applying of <b>two or more coats</b> of Internal Acrylic emulsion (Tractor Emulsion of Asian Paints/ Bison Emulsion of Berger Paints/ Supercote Interior Emulsion of ICI Dulux/ equivalent) of 1 <sup>st</sup> quality approved brand and matching shade on wall & ceiling surfaces at all locations and heights <b>including one coat of primer</b> etc., including preparation of base after thoroughly scraping the surface by appropriate methods, filling depression with approved putty including minor repairing etc. with all bye-works. Rate is inclusive of all material, labour, scaffolding, transportation, tools & tackles, taxes, levies, VAT etc., all complete as per specifications and direction of BRBNMPL representatives. | Sq m        | 18,150.00  |                 |                   |
| 2             | Providing and applying of <b>two or more coats</b> of Internal Acrylic emulsion (Tractor Emulsion of Asian Paints/ Bison Emulsion of Berger Paints/ Supercote Interior Emulsion of ICI Dulux/ equivalent) of 1 <sup>st</sup> quality approved brand and matching shade on wall & ceiling surfaces at all locations and heights <b>excluding primer</b> etc., including preparation of base after thoroughly scraping the surface by appropriate methods, filling depression with approved putty including minor repairing etc. with all bye-works. Rate is inclusive of all material labour, transportation, tools & tackles taxes, levies VAT etc., all complete as per as per specifications and direction of BRBNMPL representatives.                      | Sq m        | 9,800.00   |                 |                   |
|               | C/F:  |             |            |                 |                   |

| Si. No | Description   | Unit | Qty       | Rate (₹) | Amount (₹) |
|--------|---|------|-----------|----------|------------|
|        | <b>B/F:</b>   |      |           |          |            |
| 3      | Providing and applying of <b>One coat</b> of Internal Acrylic emulsion (Tractor Emulsion of Asian Paints/ Bison Emulsion of Berger Paints/ Supercote Interior Emulsion of ICI Dulux / equivalent ) of 1 <sup>st</sup> quality approved brand and matching shade on wall & ceiling surfaces at all locations and heights etc., including preparation of base after thoroughly scraping the surface by appropriate methods, filling depression with approved putty including minor repairing etc. with all bye-works. Rate is inclusive of all material labour, transportation, tools & tackles taxes, levies VAT etc., all complete as per as per specifications and direction of BRBNMPL representatives. | Sq m | 2,800.00  |          |            |
| 4.a.   | Providing and applying <b>two or more coats of synthetic enamel paint high gloss</b> paint of approved brand (Apolite of Asian Paints/ Luxol Hi-gloss of Berger/ Premium Enamel of ICI Dulux Paints / equivalent ) and matching shade at all heights and locations for wood & Steel surfaces <b>including one coat of primer &amp;</b> cleaning the surface of all dirt dust and foreign matter sand papering with all bye-works. Rate is inclusive of all material labour, transportation, tools & tackles taxes, levies VAT etc., all complete as per as per specifications and direction of BRBNMPL representatives.   | Sq m | 4,400.00  |          |            |
| 4.b.   | Providing and applying <b>two or more coats of synthetic enamel paint high gloss</b> paint of approved brand (Apolite of Asian Paints/ Luxol Hi-gloss of Berger / Premium Enamel of ICI Dulux Paints / equivalent ) and matching shade at all heights and locations for wood & Steel surfaces <b>(excluding primer)</b> including cleaning the surface of all dirt dust and foreign matter sand papering with all bye-works. Rate is inclusive of all material labour, transportation, tools & tackles taxes, levies VAT etc., all complete as per as per specifications and direction of BRBNMPL representatives.  | Sq m | 8,800.00  |          |            |
| 4.c.   | - do - Providing and applying Two coats of Enamel Paint for pipe line 15 to 40 mm dia. at all heights & levels  | Ru m | 14,100.00 |          |            |
| 4.d.   | - do - Providing and applying Two coats of Enamel Paint for pipe line 50 to 150 mm dia. at all heights & levels.  | Ru m | 8,800.00  |          |            |
| 4.e.   | - do - Providing and applying Two coats of Enamel Paint for pipe line 160 to 300 mm dia. at all heights & levels.   | Ru m | 1,200.00  |          |            |
|        | <b>C/F:</b>   |      |           |          |            |

| Si. No | Description  | Unit | Qty       | Rate (₹) | Amount (₹) |
|--------|--|------|-----------|----------|------------|
|        | <b>B/F:</b>  |      |           |          |            |
| 4.f.   | Providing and applying <b>one coat of synthetic enamel paint high gloss</b> paint of approved brand( Apcolite of Asian Paints/ Luxol Hi-gloss of Berger/ Premium Enamel of ICI Dulux Paints / equivalent ) and matching shade at all heights and locations ( <b>excluding primer</b> ) for wood & Steel surfaces including cleaning the surface of all dirt dust and foreign matter sand papering with all bye-works. Rate is inclusive of all material, labour, transportation, tools & tackles, taxes, levies VAT etc. all complete as per as per specifications and direction of BRBNMPL, representatives.    | Sq m | 3,200.00  |          |            |
| 5      | Preparing the external wall surfaces by providing and applying <b>two or more coats of exterior quality acrylic emulsion paint</b> ( APEX of Asian Paints/ Weather Coat Smooth of Berger/ Weather shield Exterior Emulsion of ICI Dulux / equivalent) of approved make and shade, <b>over a coat of primer</b> including cleaning the existing surfaces and applying as per manufacturer's specifications at all heights & levels as per instructions etc., complete. Rate is inclusive of all material, labour, transportation, tools & tackles, taxes, levies, VAT etc., including scaffolding etc., complete. | Sq m | 83,700.00 |          |            |
| 6.     | Preparing the external wall surfaces by providing and applying <b>two or more coats of exterior quality acrylic emulsion paint</b> (APEX of Asian Paints/ Weather Coat Smooth of Berger/ Weather shield Exterior Emulsion of ICI Dulux / equivalent) of approved make and shade, including cleaning the existing surfaces and applying as per manufacturer's specifications at all heights & levels as per instructions etc., complete. Rate is inclusive of all material, labour, transportation, tools & tackles, taxes, levies, VAT etc., including scaffolding etc., complete.                               | Sq m | 44,600.00 |          |            |
| 7.     | Preparing the external wall surfaces by providing and applying <b>one coat of exterior quality acrylic emulsion paint</b> ( APEX of Asian Paints/ Weather Coat Smooth of Berger/ Weather shield Exterior Emulsion of ICI Dulux / equivalent ) of approved make and shade, including cleaning the existing surfaces and applying as per manufacturer's specifications at all heights & levels as per instructions etc., complete. Rate is inclusive of all material, labour, transportation, tools & tackles, taxes, levies, VAT etc., including scaffolding etc., complete.                                      | Sq m | 12,700.00 |          |            |
|        | <b>C/F:</b>  |      |           |          |            |

| Si. No | Description  | Unit | Qty       | Rate (₹) | Amount (₹) |
|--------|--|------|-----------|----------|------------|
|        | B/F:   |      |           |          |            |
| 8.     | Providing painting of Numbers/letters/symbols with enamel paint to buildings/pipelines at all heights & levels up to 450 mm length/height.   | Nos  | 1,200.00  |          |            |
| 9      | Providing polishing to wooden surfaces for existing doors, hand rails etc., as per standard specifications & directions.   | Sq m | 110.00    |          |            |
| 10.    | Repairs to plaster in patches in C.M. 1:4 for walls & ceilings up to 20mm thick including curing, cost of materials, labour complete.  | Sq m | 190.00    |          |            |
| 11     | Repairs to plaster in patches in C.M. 1:4 for walls & ceilings 10 to 20mm thick with water proofing compound including curing, cost of materials, labour complete.   | Sq m | 180.00    |          |            |
| 12     | Providing and laying Plain Cement Concrete M20 with 20 mm down graded aggregate as per standard specifications & directions.[ for repair works ]   | Cu m | 35.00     |          |            |
| 13     | Providing & applying wall putty for previously painted walls as per specifications & directions. [ Area to be considered : up to 10 % for re-painting works ]  | Sq m | 940.00    |          |            |
| 14     | Providing & removing double steel scaffolding for external walls for Fire drill tower & Over head water tanks only above 6.00 m height.<br>Payment shall be made as per the measurements taken towards surface area painted. | Sq m | 16,000.00 |          |            |
|        | <b>Total</b>   |      |           |          |            |
|        | Add CGST @ ..... %   |      |           |          |            |
|        | Add SGST @ ..... %   |      |           |          |            |
|        | Grand Total  |      |           |          |            |
|        | Grand Total Rounded Off to   |      |           |          |            |
|        | <b>Grand Total in Words .....</b>  |      |           |          |            |

**NOTE:**

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

Thanking you,  
Yours faithfully,  
(.....)

Seal

Name & Signature with date

Firm:

## Section XII: Questionnaire / Checklist

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

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

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

.....

(Signature with date)

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

For and on behalf of

.....

( Name, address and stamp of the tendering firm )

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

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

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

Date: -----

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

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch.



## **Section XVI: Contract Form**

(Address of BRBNMPL's office issuing the contract)

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

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

1. Name & address of the 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' Authorisation Form (if applicable for this tender);
  - i. BRBNMPL's Notification of Award

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

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

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

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

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

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

Received and accepted this contract

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

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

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

(Refer to clause 24.2 of GIT)

The Director (Operations) / General Manager,

Note Mudran Nagar,

MYSURU- 570 003.

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

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

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

Note:

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

**Section 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. Pvt. Limited,  
Note Mudran Nagar, Mysuru-570 003.

Sub: Submission of Bill for payment

|                                     |  |
|-------------------------------------|--|
| Invoice / Bill No. & Date           |  |
| PAN No.                             |  |
| TIN No.                             |  |
| VAT No.                             |  |
| Service Tax/GST<br>Registration No. |  |

| Sl. No.  | Work Order No: & Date   | Item Description | Quantity | Rate (₹) | Amount | Amount in Words |
|--|---|------------------|----------|----------|--------|-----------------|
| 1  |   |                  |          |          |        |                 |
| <b>Total (Including all taxes) - A separate Detail measurement sheet is to be attached along with this bill.</b> |   |                  |          |          |        |                 |
| 2.   | Work order amount: ₹  |                  |          |          |        |                 |
| 3  | Type of bill:   |                  |          |          |        |                 |
| 4  | Area of work:   |                  |          |          |        |                 |
| 5  | Starting date of work :   |                  |          |          |        |                 |
| 6  | Schedule date of completion:  |                  |          |          |        |                 |
| 7  | Actual date of completion:  |                  |          |          |        |                 |
| 8  | Reasons for delay:  |                  |          |          |        |                 |
| 11   | Liquidated damage ( if any ) :<br>(For any delay beyond specified schedule time period) |                  |          |          |        |                 |
| 12   | DLP Period:   |                  |          |          |        |                 |
| 13   | EMD :   |                  |          |          |        |                 |
| 14   | Security Deposit:   |                  |          |          |        |                 |
| 15   | Any other details/Remarks:  |                  |          |          |        |                 |

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

Signature and Stamp of Contractor

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

**Certificate**

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

To whom so ever concern

Dear Sir,

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

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

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

The above information is based on the audited accounts.

Place:

Date:

Seal

Signature of CA with Membership No.

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

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

### General

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

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

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

### NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

### Definitions:

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

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

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

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

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



## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:
- 2.1.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.1.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with buyer.
- 2.1.3 BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.
- 2.1.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.
- 2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- 2.1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 2.1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 2.1.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in

any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

2.1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any serving / ex-employees of the officers of the BUYER or alternatively if any relative of any serving / ex-employees of the officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

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

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

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

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

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

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

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

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

4.1 If the Buyer has disqualified the Bidder from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

- 4.2 If the Buyer has terminated the contract according to Section 3 or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit I Performance Bank Guarantee.

## **5. Previous Transgression**

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

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

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

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

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

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

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

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

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

## **7. Sanctions for Violations**

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.

- i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.

- iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
  - iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
  - vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
  - vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
  - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.
  - xi) 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

## **8. Fall Clause**

- 8.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer, Ministry / Department of the Government of India or PSU and if it is found at any stage that similar products / systems or such systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price then that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER if the contract has already been concluded.

## **9. External Independent Monitor I Monitors**

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

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

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

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

**11. Law and Place of Jurisdiction**

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

**12. Other Legal Actions**

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

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

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

**13. Validity**

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

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

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

BUYER

Name of the Officer

Designation

Witness

BIDDER

“Authorised signatory of the Bidder”

Witness

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

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

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

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

**NO CLAIM AND NO DUES CERTIFICATE**

Work Order No. :

Name of Work :

The Final amount payable as per joint measurement taken for above referred work and rates in work order therein is full and final settlement of all the payments due to us for the above mention work order executed by us ( Name of Contractor ) under the contract agreement between us and BRBNMPL including all amounts payable to us as per the agreement. We hereby unconditionally and without any reservation whatsoever certify that with this payment, we shall have no claim whatsoever of any description, on any account whatsoever from BRBNMPL, against aforesaid job executed by us. We further declare unequivocally that after this payment we have received all the amounts payable to us and have no dispute of any description whatsoever regarding the amounts worked out as payable to us and that we shall be continued to be bound by the terms and conditions (including Defect Liability Period and Security Deposit) of the Work Order / agreement as regards performance of the contract.

We ( Name of Contractor ) further irrevocably agree to indemnify BRBNMPL against any liability and/or penalty arising out of any demand for or on behalf of our employees and/or persons engaged by us for execution of this contract, or payment to any other agencies / suppliers related to our dealing for execution of this contract, or on account of any fees or charges legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority or any statutory authorities in respect of the above work.

We ( Name of Contractor ) indemnify BRBNMPL against all claims of whatever nature arising as above during the course of execution of Contract

Name of the Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name &amp; Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE :B: AUTHORIZATION FOR ENCASHMENT OF FIXED DEPOSIT**

To,  
The Branch Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit.

Ref: Fixed Deposit Receipt No. \_\_\_\_\_, dated \_\_\_\_\_ for Rs. \_\_\_\_\_ as EMD.

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

Yours faithfully

**(Authorized Signature with Stamp)**

Name:

Designation:

Contact No.:

Date:

Place:

CC: Branch Manager of Issuing Bank – For information and necessary action.