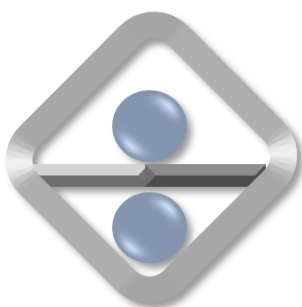


COMPREHENSIVE
ARCHITECTURAL, DESIGN &
ENGINEERING
CONSULTANCY SERVICES
FOR CONSTRUCTION OF
LEARNING AND
DEVELOPMENT CENTRE AT
BRBNMPL MYSURU



भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

MYSURU

CIN: U22213KA1995PTC017100

भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)
MYSURU
CIN: U22213KA1995PTC017100

NATIONAL COMPETITIVE BIDDING (NCB)
OPEN TENDER
Tender Document for

**COMPREHENSIVE ARCHITECTURAL,
DESIGN & ENGINEERING
CONSULTANCY SERVICES FOR
CONSTRUCTION OF LEARNING AND
DEVELOPMENT CENTRE AT BRBNMPL
MYSURU**

Tender No: 080/MYS/CIVIL/2021-22 dated February 02, 2022

<i>Closing Date & Time for receipt of Tender</i>	08:30 Hrs on 09 March 2022
<i>Place of receipt of tender by Hand</i>	BRBNMPL, Mysuru
<i>Time & Date of Opening of Tender</i>	09:00 Hrs on 09 March 2022
<i>Place of Opening of Tenders</i>	BRBNMPL, Mysuru

Details of Contact person/s in BRBNMPL regarding this tender

Name: Shri Anil D Javalekar Designation: Assistant General Manager E-mail : anildjavalekar@brbnmpl.co.in Phone: 0821-2469008/2469029 Fax : 0821-25822099	Name: Shri. Vijaya Kumar K N Designation: Manager E-mail : knvijaykumar@brbnmpl.co.in
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Note: All Official correspondences related to above tender are to be addressed to the head of Unit along with tender reference No. as follows

The General Manager
Bharatiya Reserve Bank Note Mudran Nagar, Note Mudran Nagar, Mysuru – 570003

CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)

Tender / Section Reference	Tender Clause Description	Remarks
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	Enclosed
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
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	Not Applicable to this tender
Section XIV	Manufacturer 's Authorization Form	Not applicable to this tender
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	Not applicable to this tender
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Pre contract Integrity Pact	Not applicable to this tender
Annexure - A	Performa of Financial Turnover Certificate	Enclosed
Annexure - B	NEFT – Model Mandate Form	Enclosed
Annexure - D	Confidentiality Statement and Declaration	Enclosed
Annexure – E	Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017	Not Applicable
Annexure – F	Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'	Not Applicable
Annexure – G	Conditions For Conditions For Start-Up Companies	Not Applicable
Annexure – H	Procedure to be adopted when the Bidder Qualifies as both MSE and Class-I Local Supplier	Not Applicable
Annexure – I	Declaration & Undertaking by Micro & Small-Scale Enterprises / Start-up Companies / Entities seeking purchase preference under	Not Applicable
Annexure – J	Bid Security Declaration in lieu of Earnest Money Deposit	Not Applicable
Annexure – K	Escalation Matrix	Enclosed
Annexure – L	Undertaking by Bidder for Compliance	Enclosed
Annexure – M	Details of experience of the proprietor/ partner /directors/ associates/architects/ employees	Enclosed
Annexure – N	List of Important Educational/Industrial/Interior Projects executed by the organization during last 5 years	Enclosed
Annexure – O	Checklist for Tenderers	Enclosed
Annexure -P	Authorization form for FD	Not Applicable

SECTION- I: NOTICE INVITING TENDER (NIT)

Dated: February 2, 2022

M/s.

Security Classification: Non-Security

**विषय / Sub: TENDER DOCUMENT FOR COMPREHENSIVE ARCHITECTURAL,
DESIGN & ENGINEERING (A,D & E) CONSULTANCY SERVICES FOR
CONSTRUCTION OF LEARNING AND DEVELOPMENT CENTRE AT BRBNMPL
MYSURU**

Tender No: 080/MYS/CIVIL/2021-22 dated February 2, 2022

Dear Sir/Madam,

Bharatiya Reserve Bank Note Mudran Private Limited, Mysuru invites offer from eligible, reputed Architectural, Design and Engineering (A,D&E) Consultancy firm registered with the Council of Architecture for Architectural, Planning and Engineering Consultancy services for Construction of Learning and Development Centre at BRBNMPL Mysuru as per schedule. The tentative estimated cost of the Project i.e., CONSTRUCTION OF LEARNING AND DEVELOPMENT CENTRE AT BRBNMPL MYSURU is Rs 20 crores.

Sl. No.	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
01	Comprehensive Architectural, Design & Engineering (A,D&E) Consultancy Services for Construction of Learning and Development Centre at BRBNMPL Mysuru (QCBS Type) (Non-Splitable) As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI.	As per BOQ	Rs.1,06,200/- (Rupees One lakh six thousand two hundred only)	Estimated value of work: Rs.45 lakhs + GST @ 18% (@ 2.25% of project cost of Rs.20 Crores)

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two-part bidding System under Quality and Cost Based Selection (QCBS) (70:30) Two-part evaluation; Part I: A) Compliance to Basic Eligibility Criteria's B) Technical and Design Concept Through Presentation Part II: Financial Bid
Date of Sale of tender documents	From February 02, 2022 to March 08, 2022 during office hours
Price of the Tender Document	Nil (Waived of as a special case during Covid pandemic)
Closing date and time for receipt of tenders	08:30 Hours on March 09, 2022
Place of receipt of tenders	Bharatiya Reserve Bank Note Mudran Private Limited, Administrative Building, Note Mudran Nagar, Mysuru-570003 (OR) Can be downloaded from our website www.brbnmpl.co.in , in which case Price of tender document should be enclosed along with your offer.
Time and date of opening of tenders	09:00 Hours on March 09, 2022
Place of opening of tenders	Board / Conference room at Administrative Building, BRBNMPL, Mysuru
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Shri Anil D Javalekar Assistant General Manager Civil Maintenance and Shri Vijayakumar K N Manager Civil Maintenance

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.brbnmpl.co.in mentioned above for further details.
3. Tender documents may be purchased on payment of non-refundable fee of Rs 1500/- (Rupees One Thousand five hundred) per set through:
 - a. Online Bank Transfer (proof of online transfer to be submitted along with the tender papers) through NEFT/RTGS can be made at the following BRBNMPL account maintained with State Bank of India, Mysuru.
SBI A/c No.: **00000010562408040**
IFSC: **SBIN0003130**

OR

- b. Through any other Electronic mode of payment such as Debit Card powered by RuPay, Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



OR

- c. In the form of account payee demand draft/Banker's cheque, drawn on a scheduled commercial bank in India, in favor of Bharatiya Reserve Bank Note Mudran Private Limited, payable at Mysuru.

Note: In case of (a) & (b) mode of payments, bidders are requested to send proof of the same after completion of transaction to the contact mail given in the tender by giving reference of Tender number, Name of company/firm and mobile number.

4. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers, for which extra expenditure per set will be Rs 500/- for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender documents from the web site and submit its bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. 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.
7. 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.
8. The tender documents are not transferable.
9. BRBNMPL reserves the right to cancel the tendering process / reject all Bids / re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection.
10. Selection Process: The Architectural, Design & Engineering Consultancy Services (A, D&E services) will be selected based on Quality and Cost Based Selection "QCBS" i.e., on the basis of the technical bid evaluation including presentation (70% Weightage) and financial bid (30% Weightage). Detailed Evaluation Process is explained in Section V: Special Conditions of Contract (SCC) Clause (9) (10) (11) & (12).

11. **Relaxations, exemptions and other conditions for Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups;** The relaxation of Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups is not applicable to this tender. However, relaxation in Tender fee and EMD is applicable to MSE and Startups.

12. Guidelines for filling tender:

Envelope-1: First sealed cover should contain

Part-I A) Basic Qualification/Eligibility Criteria

- i. The tender fees of Rs 1,500/- (waived off as a special case due to Covid 19 pandemic. However tender is to be downloaded from Company website (www.brbnmpl.co.in)
- ii. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions.
- iii. Proprietorship/partnership deed/Memorandum and article of association of the firm and their details are to be submitted.
- iv. Copies of PAN of income tax/ Work contract registration certificate/GST registration certificate etc. are to be submitted.
- v. One of the Director/Principal Architect/Partner/Proprietor of company must be registered practitioner with “Council of Architecture”.
- vi. Relevant experience certificate and other documents as mentioned in Section IX: Qualification/Eligibility Criteria of the tender.
- vii. Bidder shall submit documentary evidence in the form of copy of work order and relevant completion certificate issued by the client (issued by officer not below the rank of Executive Engineer/Project manager/Unit head) in support of technical bid evaluation criteria.
- viii. Relevant Financial statements like Average Annual Turnover, IT returns, Net worth documents duly certified as mentioned in Section IX: Qualification/Eligibility Criteria of the tender.
- ix. Any other documents, undertakings and compliance statements mentioned in Section IX- Qualification/Eligibility Criteria of the tender

The above-mentioned documents and other relevant documents to be placed in a separate sealed cover super scribed as **“Part-I A): Basic Qualification/Eligibility Criteria: Comprehensive Architectural Design & Engineering Consultancy (A, D&E) Services for Construction of Learning and Development Centre at BRBNMPL Mysuru”** against Tender Enquiry No. **080/MYS/CIVIL/2021-22 dated February 02, 2022. .**

Envelope-2: Sealed cover should contain

Part-I B) Technical and Design Concept through Presentation

- i) Bidders shall submit the Details of the firm’s experience, Projects handled, Name, details and Experience of principal architect, awards and accolades won etc. (Refer formats for QCBS evaluation).
- ii) Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of HR department confirming that the above personnel/ employee is on company payroll or an associate on bid due date. (Refer formats for QCBS evaluation).
- iii) Bidders shall submit copy of relevant Green Office Building Certificate issued by IGBC/GRIHA/ along with completion certificate of the building issued by the

Client. The Green Building so constructed can be other than the completion certificates submitted.

The above-mentioned documents and other relevant documents to be placed in a separate sealed cover super scribed as **“Part-I B) Technical and Design Concept through Presentation: Comprehensive Architectural Design & Engineering Consultancy (A, D & E) Services for Construction of Learning and Development Centre at BRBNMPL Mysuru”** against Tender Enquiry No. **080/MYS/CIVIL/2021-22 dated February 02, 2022.**

Kindly Note:

- i) Bidder is required to submit detailed methodology for execution as per provisions of tender in their bid and shall give 3D presentation on Concept Plan & Methodology, Overall plot layout, elevation, Aesthetics & Façade and Utilization of Space & provision for Future expansion, Quality Assurance Plan, Project Planning & Scheduling etc. in line with the requirement as mentioned in the Scope of Work in the Tender Document so as to have a comprehensive idea about the proposed building for assessment by the committee.
- ii) The presentation shall be given for the Construction of Learning and Development Center, the details of which are listed in the scope of work.
- iii) The date of the presentation shall be intimated to the qualified bidders (Part A of technical bid) subsequently. The tentative date of presentation may be considered to be 15 days from the date of opening of tender.
- iv) The successful bidders shall be given intimation for presentation atleast 03 days in advance. Further, it may be noted that that a time of 45 minutes shall be provided to each of the qualified bidders and 15 minutes for question / answer. The bidders to accordingly plan and make their presentation ready. No requests for change in date / time shall be entertained.

Envelope-3: Sealed cover should contain

Part II: Financial Bid

- i) Proposal consisting of the Bidders' financial offer for the Project in the format set out in Section XI (Price Schedule) of this document.
- ii) The GST on consultancy fee as applicable shall be separately paid.

The above-mentioned documents to be placed in a separate sealed cover super scribed as **“Part-II Financial Bid: Comprehensive Architectural Design & Engineering Consultancy (A, D & E) Services for Construction of Learning and Development Centre at BRBNMPL Mysuru”** against Tender Enquiry No. **080/MYS/CIVIL/2021-22 dated February 02, 2022.**

The above 03 (three) envelope should be put in another big cover, sealed and super-scribed “Offer for Comprehensive Architectural Design & Engineering Consultancy (A, D & E) Services for Construction of Learning and Development Centre at BRBNMPL Mysuru” against Tender Enquiry No. 080/MYS/CIVIL/2021-22 dated February 02, 2022 to reach us on or before 08:30 hrs on March 09, 2022 at BRBNMPL, Mysuru

Kindly note

- ❖ Offers with Counter Conditions is liable for Rejections.
- ❖ BIDS submitted not in accordance with above guidelines will be liable for rejected.
- ❖ If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall

be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.

- ❖ All the participants will be required to quote their Consultancy fee as percentage of the Built-up cost (the likely built-up cost of the Construction of Learning and Development Center is around Rs. 20 crores), in Indian rupees. Finally, the fee shall be payable on Built-up cost.

[Name, designation, address, tel. no. etc. of the officer signing the document]

For and on behalf of BRBNMPL,

(.....)

(ANIL D JAVALEKAR)

Assistant General Manager

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

- 1) **Validity of Tender:** The tender shall be valid for a period of 120 days from the date of opening of the tenders. 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, BRBNMPL, without prejudice to any other right or remedy will be at liberty to take action as deemed fit.
- 2) **Delivery Schedule / Tenure / Completion Period of the Consultancy Services:** The total tenure of the consultancy services will be 30 months (2.5 years) from the date of issue of work order or till completion of project in all respect, whichever is earlier subject to extension at the discretion of BRBNMPL
- 3) **E.M.D:**
An EMD of Rs.1,06,200/- (Rupees One lakh six thousand two hundred only) is payable in the form of Demand Draft/Banker's Cheque drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysuru drawn from any scheduled Commercial Bank in India, payable at Mysuru. Please refer GIT Clause 18 under Section II, in case EMD is not submitted along with the tender (Technical Bid Part – I), the offer will be liable for rejection. However, please note MSME / NSIC, New Delhi registered firms are exempted from submission of requisite EMD
- 4) Familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first – hand information on the assignment and local conditions, A,D &E Consultants are advised to visit the site before submitting a proposal.
- 5) A,D &E Consultant shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. BRBNMPL is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the A,D &E Consultants.
- 6) **AMENDMENT OF TENDER DOCUMENTS**
 - a) At any time prior to the 'Bid Due Date', BRBNMPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
 - b) Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites where Tender Document was uploaded. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
 - c) if consider necessary, BRBNMPL may extend the date of submissions of Bid in case any amendment is issued.
- 7) **Notification of Award:** BRBNMPL shall issue Notification of award / LOI to the successful bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
- 8) **Security Deposit/Performance Bond:**
An amount equivalent to 3% of the work order value shall have to be submitted in the form of BG / DD which may be released after 60 days of successful and satisfactory completion of the Entire Project.
- 9) **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.

10) Liquidated Damages – [Please refer GCC Clause 24 under Section IV].

- a) Liquidated Damages for delay: In case of delay in submission of any deliverable, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Consultancy Fee per week, subject to a maximum of 5% (Five percent) of the Consultancy Fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the A,D &E Consultants, suitable extension of time shall be granted on written request justifying the cause of such act.
- b) Penalty for deficiency in Services: In addition to the liquidated damages not amounting to penalty, warning may be issued to the A,D &E Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of BRBNMPL, other penal action including debarring for a specified period may also be initiated as per policy. If major deficiency of significant nature in the services is observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the A,D &E Consultants. In this regard, the decision of BRBNMPL will be final and binding.

11) A,D &E Consultant who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.

12) 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.

13) The A,D &E Consultants co-ordination with other agencies appointed by BRBNMPL is essential to maintain smooth progress of the work and any delay, which in the opinion of BRBNMPL if due to non-co-ordination and inefficient management of the contractor will not be entertained.

14) Other Instructions:

- a. The tender document should be signed on each page by the tenderer or his duly authorized representative.
- b. The objective of the presentation is to know the capability of the Architectural and engineering consultant in development of a concept of innovative design of individual building befitting to contemporary era of globalization endowed with modern concepts which would be well planned, matching with the environment and ecology and incorporating green building concept. The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.
- 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 Assistant General Manager: 0821 – 2469008, 2469029 within Ten (10) 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 A,D &E Consultants who have worked earlier with BRBNMPL and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.

15) No counter conditions shall be accepted.

16) All terms & conditions of this NIT shall be treated as part & parcel of the contract.

17) Rights of company:

If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to terminate the contract and forfeit the Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original contractor.

18) Indemnity: The A,D &E Consultants shall indemnify BRBNMPL 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 A,D &E Consultants or any of his 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.

19) Termination: If the A,D &E Consultants 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 scope of work or if he should persistently disregard laws or ordinances or instructions of the BRBNMPL, 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 BRBNMPL on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the A,D &E Consultants seven day's notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as BRBNMPLs property for the completion of the Works.

20) 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. However, the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.

21) All statutory provisions / requirements should be complied with. Records to this effect are to be maintained by the A,D &E Consultants and to be shown on demand to the authorities concerned and are responsible directly to them.

- 22)** A,D &E Consultants must mention their Income Tax Permanent Account No. (PAN), GST registration, MSME, Professional Tax Registration along with the offer, failing which the offer will liable to be rejected.
- 23)** BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to it the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
- 24)** BRBNMPL is an ISO 9001:2015 & ISO 14001:2015 organization. The service provider should strictly comply with EQMS & OH&SM norms. Service provider has to follow all the Security, safety, ISO procedures and rules of BRBNMPL accordingly.

SECTION II: GENERAL CONDITIONS OF TENDERERS (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

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

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g.

EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

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

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

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

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender document includes: -

1. Section I : Notice Inviting Tender (NIT)
2. Section II : General Instructions to Tenderers (GIT)
- Part I : General Instructions applicable to all types of tenders
- Part II : Additional General Instructions applicable to specific types of tenders
3. Section III : Special Instructions to Tenderers (SIT)
4. Section IV : General Conditions of Contract (GCC)
5. Section V : Special Conditions of Contract (SCC)
6. Section VI : List of Requirements
7. Section VII : Technical Specifications
8. Section VIII : Quality Control Requirements
9. Section IX : Qualification / Eligibility Criteria
10. Section X : Tender Form
11. Section XI : Price Schedule
12. Section XII : Questionnaire
13. Section XIII : Bank Guarantee Form for EMD
14. Section XIV : Manufacturer's Authorization Form
15. Section XV : Bank Guarantee Form for Performance Security
16. Section XVI : Contract Form
17. Section XVII : Letter of Authority for attending a Bid Opening
18. Section XVIII : Shipping Arrangements for Liner Cargoes
- A : In respect of CFR, CIF, Turnkey/F.O.R. contracts for import
- B : In respect of FOB/FAS contracts for import
19. Section XIX : Proforma of Bills for Payments
20. Section XX : Proforma for Pre Contract Integrity Pact
- 6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

7.1 At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments to it.

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

7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

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

9. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax / e-mail / telex.

BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

a. Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.

b. Documentary evidence, as necessary in terms of GIT clauses 3 and

16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

c. Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).

d. Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. and

e. Questionnaire as per Section XII.

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

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

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

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

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

12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory, ex-showroom, ex warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex showroom etc.

b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.

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

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

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

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

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

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

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

12.7 Additional information and instruction on Duties and Taxes:

For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), if the Tenderer desires to ask for Goods and services Tax, Customs duty or any other similar duties and taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Goods and Services Tax

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

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

c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier.

All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Goods and Services Tax...contd...

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

12.10 Goods and Services Tax...contd...

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

ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.

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

"We agree to pass on such additional input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the

GST scheme by way of reduction in price and advise the purchaser accordingly."

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

"We hereby declare that additional input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

12.11 Duties, taxes and other levies of Local bodies

Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of duties, taxes and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties / Taxes on Raw Materials

BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

Above mentioned Taxes and Duties are not leviable on imported goods (goods of foreign origin offered from abroad) and hence would not be reimbursed.

12.14 Customs Duty:

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

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

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

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

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

13. Authorized Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized

Dealers/Distributors/Representatives who are exclusively appointed by the principal

manufacturers/OEMs to represent them in the country shall be eligible to apply or to take part in the bid. One Principal manufacturer/OEM can authorize only one Dealer/Distributor/Representative for a particular tender. Similarly, one authorized Dealer/

Distributor/Representative can represent only one Principal manufacturer/OEM in a

particular tender. There can be only one bid from either: -

1. The Principal manufacturer/OEM directly; or
2. Any of its branch/division/subsidiary; or
3. Authorized Dealer/Distributor/Representative on behalf of the Principal manufacturer/OEM

Note:

(i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.

(ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then

(a) the bidder should have been associated as authorised dealer/distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and
(b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and

(c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.

(iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

14. Firm Price / Variable Price

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

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

acceptable and considered further, taking price variation asked for by the tenderer as zero.

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

14.4 Subject to provisions of Clause 11 above, where prices are quoted in

foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.

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

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly

authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.

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

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

17. Documents establishing Good's Conformity to Tender document

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

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

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

18. Earnest Money Deposit (EMD)

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be). Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.

18.3 The earnest money shall be denominated in Indian Rupees or in equivalent foreign exchange in case of GTE/ICB tenders.

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

a) Account Payee Demand Draft from any scheduled commercial bank in India or

b) Banker's cheque from any scheduled commercial bank in India or

c) Online Bank Transfer (Proof of online transfer to be submitted)

d) Other Electronic Modes of Payment

☐ Debit Card powered by RuPay

☐ Unified Payments Interface (UPI) (BHIM-UPI)

☐ Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)

e) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid. The successful bidder's bid security (EMD) can be adjusted against the SD

or returned as per the terms of the tender document. The balance can be deducted from the supplier's bill/invoice before release of payment. Unlike Procurement of Works, in Procurement of Goods, the concept of taking part of Performance Guarantee as money retained from first or progressive bills of the supplier is not acceptable.

18.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

19. Tender Validity

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

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

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

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

20. Signing and Sealing of Tender

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

(a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;

(b) As Partner (s) of the firm;

(c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

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

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

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies

of its tender marking them as "Original" and "Duplicate".

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

20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

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

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

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

D SUBMISSION OF TENDERS

21. Submission of Tenders

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

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E TENDER OPENING

24. Opening of Tenders

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

24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the

format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

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

24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD / Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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

- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit

price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

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

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

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder or clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

- a) In the case of goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

Cartel formation or quotation of Pool / Co-ordinated rates, leading to 'Appreciable Adverse Effect on Competition' (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per Clause 44 below.

38. Negotiations

Normally there would be no price negotiations. But BRBNMPL reserves its right to negotiate with the lowest acceptable bidder (L1), who is techno-commercially cleared / approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances: -

- (i) Where the procurement is done on nomination basis (PAC and STE without PAC);
- (ii) Procurement is from a single or limited sources of supply;
- (iii) Procurements where there is suspicion of cartel formation.

39. Contacting BRBNMPL

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

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

G AWARD OF CONTRACT

40. BRBNMPL's Right to Accept any Tender and to Reject any or all Tenders

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be rejudged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours:

- i. Submission of misleading / false / fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.
- iii. Violation of Code of Ethics laid down in Clause 32 of the GCC.

iv. Cartel formation or quotation of Pool / coordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.

v. Deliberate attempts to pass off inferior goods or short quantities.

vi. Violation of Fall Clause by Rate Contract holding Firms.

vii. Attempts to influence BRBNMPL's Decisions on scrutiny, comparison, evaluation and award of Tender.

44.2. Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would ban / blacklist Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

45. Notification of Award

45.1 Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by fax / email / telex / cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BRBNMPL the required performance security within twenty-one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

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

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

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

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

i. Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.

ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.

iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.

iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.

v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.

vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.

vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL

may purchase the same item through ad hoc contract with a new supplier.

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

ix. Supply orders, incorporating definite quantity of goods to be supplied along

with all other required conditions following the rate contract terms, will be

issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.

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

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

50.2 Fall Clause

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

50.3 Performance Security

Depending on the anticipated overall drawl against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, the procuring entity shall consider obtaining Performance Security @ 5% (Five percent) of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

till the next procurement tender. Further conditions will be elaborated in the SIT.

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

52. Tenders involving Samples

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

52.2 Purchaser's Samples: If indicated in the SIT, a Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII - "Technical Specifications" of the SBD. He would be issued a sealed

Purchaser's sample for the purpose at the time of award of the contract.

52.3 Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time

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

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

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

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

53. Expression of Interest (EOI) Tenders:

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

- i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.
- ii. Development of new items or Indigenization of Imported stores

53.2 The qualification / eligibility criteria required and the format of submission

of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.

53.3 Objectives and scope of requirement would be indicated in the Section VI -

"List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

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

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

53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing,

inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX - "Qualification Criteria" in the SBD.

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

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

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

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

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

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

54.3 Submission of Offer

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

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

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

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

54.3.5 Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer.

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

54.3.7 Registered dealers who are exempted from payment of Goods and Services Tax must give reference to Goods and Services Tax laws which provides such exemption or submit any certificate as issued by the Goods and Services tax authorities and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken

by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of account payee demand draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment as mentioned in clause 3 of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in the form of account payee demand draft drawn on any scheduled

commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

54.5.2 If stipulated in SIT delivery would be given only in dismantled / cutup condition.

55. Development and Indigenization Tenders:

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

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

55.3 If specified in SIT, The Tenderers may quote separately for i. Price / rate for bulk supply of item in development / indigenization supplies and

ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

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

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

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

55.10 Period of Development Commitment

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

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

SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	8	Pre-bid Conference	Not applicable
2	10.1.d	Documents Comprising the Tender	No Change
3	18	Earnest Money Deposit (EMD)	No change
4	20	Signing and Sealing of Tender.	A tenderer shall submit only copy marked as "Original"
5	31	Qualification / Eligibility Criteria	No Changes
6	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	As mentioned in SCC
7	50 to 55 excluding 52.2	Rate Contract Tenders, PQB Tenders, Tenders involving Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

This Section-IV shall be signed & stamped and submitted along with the **Techno-Commercial Bid – Part I** as acceptance of terms & conditions. ***(Offer without the copies of Section-IV shall liable to be rejected)***

1. Definitions; Interpretation and Abbreviations: In the contract, unless the context otherwise requires:

1.1 Definitions and Interpretation:

(i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;

(ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, successors, authorized dealers/representatives, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;

(iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;

(iv) "Government" means the Central Government or a State Government as the case may be;

(v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;

(vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;

(vii) The "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;

(viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;

(ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

(x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract:

- a. The consignee at his premises; or
- b. Where so provided, the interim consignee at his premises; or
- c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
- d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

(xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.

(xii) Words in the singular include the plural and vice-versa.

(xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

(xiv) The heading of these conditions shall not affect the interpretation or construction thereof.

(xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

(xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

(xvii) "Tender" means quotation / bid received from a firm / supplier.

(xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.

(xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.

(xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

(xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(xxiii) "Specification" or "Technical Specification" means the drawing/document/standard that prescribes the requirement to which product or service has to conform.

(xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act

"BG" means Bank Guarantee

"BL or B/L" means Bill of Lading

"CD means Custom Duty

"CIF" means Cost, Insurance and Freight Included

"CMD" means Chairman and Managing Director

"CPSU" means Central Public Sector Undertaking

"DDO" means Direct Demanding Officer in Rate Contracts

"DGS&D" means Directorate General of Supplies and Disposals

"DP" means Delivery Period

"ECS" means Electronic clearing system

"EMD" means Earnest money deposit

"EOI" means Expression of Interest (Tendering System)

"ERV" means Exchange rate variations

"FAS" means Free alongside shipment

"FOB" means Freight on Board

"FOR" means Free on Rail

"GCC" means General Conditions of Contract

"GIT" means General Instructions to Tenderers

"GST" means Goods and Services Tax

"H1, H2 etc." means First Highest, Second Highest Offers etc. in Disposal Tenders

Incoterms means International Commercial Terms, 2000 (of ICC)

"L1, L2 etc." means First or second Lowest Offer etc.

"LC" means Letter of Credit

"LD or L/D" means Liquidated Damages

"LSI" means Large Scale Industry

"NIT" means Notice Inviting Tenders.
 "NSIC" means National small industries corporation
 "PQB" means Pre-qualification bidding
 "PSU" means Public Sector Undertaking
 "PVC" means Price variation clause
 "RC" means Rate contract
 "RR or R/R" means Railway Receipt
 "SBD" or "TD" means Standard Bid Document / Tender Document
 "SCC" means Special Conditions of Contract
 "SIT" means Special Instructions to Tenderers
 "BRBNMPL" means Bharatiya Reserve Bank Note Mudran Private Limited
 "SSI" means Small Scale Industry

2. Application

2.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

2.2 General Conditions of the contract shall not be changed from one tender to other.

2.3 Other Laws and Conditions that will govern the Contract:

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 read with the Arbitration and Conciliation (Amendment) Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

3.1 The supplier shall not, without BRBNMPL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of BRBNMPL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2 During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications / drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.

3.3 Further, the supplier shall not, without BRBNMPL's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.

3.4 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of BRBNMPL and, if advised by BRBNMPL, all copies of all such documents shall be returned to BRBNMPL on completion of the supplier's performance and obligations under this contract.

4. Patent Rights

4.1 The supplier shall, at all times, indemnify BRBNMPL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of

designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BRBNMPL, BRBNMPL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to BRBNMPL.

5. Country of Origin

5.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

5.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. Performance Bond / Security

6.1 Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish performance security to BRBNMPL for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

6.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

- a. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.
- b. Bank Guarantee issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.

6.3 In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.

6.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.5 Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Technical Specifications and Standards

7.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

8. Packing and Marking

8.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

8.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a) contract number and date
- b) brief description of goods including quantity
- c) packing list reference number
- d) country of origin of goods
- e) consignee's name and full address and
- f) supplier's name and address

9. Inspection and Quality Control

9.1 BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.

9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.

9.4 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.

9.5 If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.

9.6 BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.

9.7 Goods accepted by BRBNMPL and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

10. Terms of Delivery

10.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

11. Transportation of Goods

11.1 The supplier shall not arrange part-shipments and / or transshipments without the express / prior written consent of BRBNMPL.

11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11.3 Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of CFR contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

12. Insurance:

12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.

12.2 In case of supply of domestic goods on CIF/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.

12.3 In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

13.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and / or supplied by the supplier:

- a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
 - ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

13.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.

14. Incidental services

14.1 Subject to the stipulation, if any, in the SCC (Section V) and the Technical Specification (Section VII), the supplier shall be required to perform any or all of the following services:

- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- b) Supplying required number of operation & maintenance manual for the goods
- c) Installation and commissioning of the goods
- d) Training of BRBNMPL's operators for operating and maintaining the goods
- e) Providing after sales service during the tenure of the contract
- f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

14.2 Prices to be paid to the supplier by BRBNMPL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BRBNMPL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

15. Distribution of Despatch Documents for Clearance / Receipt of Goods

15.1 The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

15.2 For Domestic Goods, including goods already imported by the supplier under its own arrangement, within 24 hours of despatch, the supplier shall notify BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt / Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.

15.3 For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax / email:

- (a) Clean on Board Airway Bill/Bill of Lading (B/L)
- (b) Original Invoice
- (c) Packing List
- (d) Certificate of Origin from Seller's Chamber of Commerce
- (e) Certificate of Quality and current manufacture from OEM
- (f) Dangerous Cargo Certificate, if any.
- (g) Insurance Policy of 110% if CIP/CIF contract.
- (h) Performance Bond / Warranty Certificate

16. Warranty

16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

16.3 In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.

16.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/goods thereafter.

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified / replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.

16.6 If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.

17. Assignment

17.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BRBNMPL's prior written permission.

18. Sub Contracts

18.1 The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

18.2 Sub contract shall be only for bought out items and sub-assemblies.

18.3 Sub contracts shall also comply with the provisions of GCC Clause 5("Country of Origin").

19. Modification of contract

19.1 Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However, if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
- (b) mode of packing,
- (c) incidental services to be provided by the supplier
- (d) mode of despatch,
- (e) place of delivery, and
- (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.

19.2 In the event of any such modification / alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to

BRBNMPL within twenty-one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.

19.3 Option Clause: By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

20.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.

21. Taxes and Duties

21.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.

21.2 Further instruction, if any, shall be as provided in the SCC.

22. Terms and Mode of Payment: Unless specified otherwise in SCC, the terms of payments would be as follows:

22.1 Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores) and on production of all required documents by the supplier.

22.2 For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.

22.2.1 Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee (Stores section).

22.2.2 Where the terms of delivery is delivery at site / FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores section) and on production of all required documents by the supplier.

22.2.3 Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally asunder:

(a) For a contract with terms of delivery as FOR dispatching station

i. 60% on proof of dispatch along with other specified documents

ii. 30% on receipt of the goods at site by the consignee (Stores section) and balance

iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

(b) For a contract with terms of delivery as Delivery at site/FOR destination

i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier

ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

22.3 For Imported Goods: Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).

(a) Cases where Installation, Erection and Commissioning (if applicable) **are not the responsibility of the Supplier** - 90% net FOB/FAS/CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after its suitability is ascertained by the consignee (User department).

(b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% to 90% net FOB/FAS/CFR/CIF/CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of

successful installation and commissioning at the consignee's premises and final acceptance by the consignee (User department).

22.4 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.

22.5 The payment shall be made in the currency / currencies authorized in the contract.

22.6 The supplier shall send its claim for payment in writing as per Section XIX -

"Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

22.7 While claiming payment, the supplier is also to certify in the bill 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.

22.8 The important documents which the supplier is to furnish while claiming payment are:

a) Original Invoice

b) Packing List

c) Certificate of country of origin of the goods from seller's Chamber of Commerce.

d) Certificate of pre-dispatch inspection by BRBNMPL's representative/nominee

e) Manufacturer's test certificate

f) Performance / Warrantee Bond

g) Certificate of insurance

h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department

i) Consignee's Certificate confirming receipt and acceptance of goods

j) Dangerous Cargo Certificate, if any, in case of imported goods.

k) Any other document specified.

22.9 While claiming reimbursement of duties, taxes Goods and Services Tax, Customs duty and any other similar duties and taxes from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.

22.10 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings: "I/We, _____ certify that It We have not received back the Inspection Note duly receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I/ We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.

23. Delay in the supplier's performance

23.1 The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.

23.2 Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

- a) Imposition of liquidated damages,
- b) Forfeiture of its performance security and
- c) Termination of the contract for default.

23.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

23.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

23.5 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

24. Liquidated damages

24.1 Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BRBNMPL shall, without prejudice to other rights and remedies available to BRBNMPL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and / or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed 'goods' or 'services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.

25. Custody and Return of BRBNMPL's Materials / Equipment / Documents loaned to Contractor

25.1 Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

25.2 All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by BRBNMPL.

26. Termination for default

26.1 BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods and/or services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub clauses 23.3 and 23.4.

26.2 In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.

26.3 Unless otherwise instructed by BRBNMPL, the supplier shall continue to perform the contract to the extent not terminated.

27. Termination for insolvency

27.1 In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.

27.2 Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.

27.3 In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform BRBNMPL as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.

27.4 Escrow Arrangement

The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation. In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings

commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above. For the purpose of this Clause, the term '*Software*' shall collectively mean, the full and final version of the Software to be delivered to BRBNMPL insource code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the full and final version including all System Documentation and User Documentation. The term '*System Documentation*' shall mean any and all documentation used in the development and updating of the Software, including but not limited to, customer requirements and specifications design or development specifications, test and error reports, and related correspondence and memoranda. And the term '*User Documentation*' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

28. Force Majeure

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

28.2 Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and / or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

28.3 In case due to a Force Majeure event BRBNMPL is unable to fulfil its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

29. Termination for convenience

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

29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BRBNMPL following the contract terms, conditions and prices. For the remaining goods and services, BRBNMPL may decide:

- a. to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b. to cancel the remaining portion of the goods and services and

compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. Governing language

30.1 The contract shall be written in Hindi or English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

31.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing, the procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

31.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

32. Code of Ethics

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

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(e) A particular violation of ethics may span more than one of above mentioned unethical practices.

32.1 The following policies will be adopted in order to maintain the standards of ethics during procurement:

(a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

(b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives / officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract

(c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

(d) Firms or individuals shall be banned / blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.

(e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed

by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

33. Resolution of disputes

33.1 If dispute or difference of any kind shall arise between BRBNMPL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either BRBNMPL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

33.2 Arbitration Clause: If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRAL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in Bangalore/Mysore/Kolkata and shall be conducted in English language. All documentation to be reviewed by the arbitrators and / or submitted by the parties shall be written or translated into English. Venue of arbitration shall be Bangalore/Mysore/Kolkata. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

34. Applicable Law

34.1 The contract shall be interpreted in accordance with the laws of India.

34.2 Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

35. Secrecy

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

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

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

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

Part II: Additional General Conditions of Contract for specific Types of Tenders in addition / modification to clauses mentioned above:

36. Disposal / Sale of Scrap by Tender

36.1 During the currency of contract, no variation in price or rate shall be admissible.

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Account Payee Demand Draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through Online Transfer or through other Electronic Mode of Payment as mentioned in the NIT.

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the BRBNMPL and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BRBNMPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BRBNMPL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BRBNMPL without reference to the purchaser concerned and without incurring any liability on part of BRBNMPL whatsoever in respect there under.

36.2.5 In case extension is granted by BRBNMPL and due to late

payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

36.3 Deliveries, Delays and Breach of Contract

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.

36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final

and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials

have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.

36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.

36.3.7 The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.

36.3.8 If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover, the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored - which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit

the Security deposit or sale amount or both, paid by the purchaser.

36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

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

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1) The A, D & E consultants' firm shall only submit one proposal. If a A,D &E Consultants submits or participates in more than one proposal, such proposals shall be disqualified.
- 2) BRBNMPL reserves the right to contact and verify Applicant's Information, References, and date submitted in the bid without further reference to the applicant(s).
- 3) Award of Work The work of Comprehensive Architectural & Engineering (A,D&E) Consultancy Services for Construction of Learning and Development Centre at BRBNMPL Mysuru will be awarded as per recommendations of the Selection Committee on the basis of evaluation criteria given below.
- 4) The A, D & E consultants' shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BRBNMPL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and BRBNMPL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process
- 5) BRBNMPL requires that A, D & E Consultants provide professional, objective, and impartial advice and at all times hold the Companies interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 6) A, D & E consultants' requiring any clarification on the tender may notify BRBNMPL in writing or by fax and e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process, BRBNMPL shall endeavor to respond to the queries within a reasonable period of time.

BRBNMPL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, BRBNMPL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring BRBNMPL to respond to any question or to provide any clarification

- 7) Amendment to tender: At any time prior to the deadline for submission of Proposals, BRBNMPL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addenda. Any Addendum thus issued will be uploaded on the website www.brbnmpl.co.in. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, BRBNMPL, at its own discretion, extend the Proposal Due Date by uploading a corrigendum on the website
- 8) Modification of Agreement: Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. Any instruction for modification of the terms and conditions of this Agreement made by BRBNMPL shall be binding on the Consultant

Modification and / or variation in the scope of Services may be made by BRBNMPL at any stage in the following manner, by giving 7 days prior notice to the consultant:

- i. Increase, decrease or omission of any part of the consultancy services;
- ii. Change the character or content of any part;
- iii. Change the direction or dimensions of any part;
- iv. Additional scope.

9) Tender Evaluation

BRBNMPL may seek the clarifications on the technical bid of the applicants. If the clarifications sought by the BRBNMPL are not received in stipulated period then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the Financial bid until the technical evaluation is concluded.

10) Evaluation of Technical Bid

Technical bid shall be evaluated in two stages as under:

Stage-I: A) Technical and Financial Details

Evaluation of the Technical bid submitted (Envelop 1) – The qualification/eligibility related documents shall be scrutinized as per terms and conditions mentioned in Section IX: Qualification/Eligibility Criteria of the tender.

Envelope 2 of the technically qualified parties only will be opened by the nominated committee and shall be evaluated as per the table mentioned below

Under this stage, the tenderer(s) qualified in the Stage -1(A), shall be evaluated on parameters involving past experience, technical manpower etc as mentioned in the table below and marks shall be awarded based on the criteria stipulated. Subsequently, the bidders shall be invited for participating in the Design Concept Competition by the way of presentation before the Selection Committee (SC) constituted for the purpose by BRBNMPL. A,D &E Consultants shall bring hard & soft copy of Design concept and related details at the time of presentation. The time and venue for presentation will be intimated separately.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated herein under.

Marks system for the evaluation is as under: (200 Marks)

Sl No	Evaluation Parameter	Maximum marks Assigned
1	Past experience in carrying out Comprehensive Architectural & Design/Engineering services in PSU's/Government offices/Office/Institutional Buildings of a minimum value of Rs. 10 Crores in last 7 years a) <i>Three or more Office Complex: 30 marks</i> b) <i>Two Office Complex: 20 marks</i> c) <i>One Office Complex: 10 marks</i> d) <i>NIL: 0 mark</i>	30
2	Financial strength: (i) For having average turnover more than Rs 16 lakhs from of consultancy work during last 3 years. (3 Marks) (ii) For having Average Turnover more than 16 lakhs and less than or equal to 20 lakhs from of consultancy work during last 3 years. (5 Marks) (iii) For having Average Turnover more between 20 lakhs and less than or equal to 25 lakhs from of consultancy work during last 3 years. (10 marks) (iv) For having Average Turnover more than 25 lakhs from of consultancy work during last 3 years.	15

	(15 marks)	
3	Infrastructure & Key personnel	
3(a)	Principal Architect having experience of a) More than 20 years : 20 marks b) More than 15 years and less than or equal to 20 years : 15 marks c) More than 10 years and less than equal to 15 years: 10 marks d) More than or equal to 5 years to less than or equal to 10 years : 05 marks e) Less than 5 years: 0 Marks	20
3(b)	a) In house team for Structural Designing & MEP Services – 10 Marks b) In house team for Structural Designing but MEP Services through associates – 08 Marks c) Structural designing and MEP services through associates – 05 Marks	10
4	Awards and Accolades for Green Office Building Construction: Designing, Detailing of any IGBC/GRIHA compliant Green Office/ Commercial/Institutional Building duly commissioned and in operation (necessary documents to be submitted in form of issued certificate from IGBC/GRIHA): a) Two or more IGBC/GRIHA compliant building --- 10marks b) One IGBC/GRIHA compliant building ----- 05marks c) NIL ----- 0 marks	10
5	Performance/Appreciation in Completion Certificates: (i) Excellent - 2 marks for each project (ii) Very Good/ Satisfactory – 1 mark for each projects	10
6.	International /National Awards – 2 marks for each recognition	10
7.	Planning and statutory approvals (each activity 4 marks)	20
A	Demonstration of knowledge of scope of work	
B	Project team composition/ site management	
C	Time Commitment and demonstration of planning	
D	On-going projects and priorities	
E	Various Statutory approvals and ability of getting clearance	
8.	Design Concept (10 marks for each activity)	50
A	Aesthetics & environmentally friendly considerations	
B	Energy efficient building design	
C	Economical design	
D	Aesthetics, Façade and Unique Features	

E	Master plan including future expansion	
9.	Presentation (5 marks for each activity)	25
A	Overall Presentation considering cost, time, design, approvals commitments	
B	Overall understanding, Planning & Design of Project	
C	Interpretation of Design Concept & Interaction on concept, ability to answer questions	
D	Accessibility to the Department and ability to respond to Department requirements	
E	Understanding of time schedule	
	Total	200

- ❖ Bidder shall submit documentary evidence in the form of copy of work order and relevant completion certificate issued by the client (Public Sector/ Govt./ Large Private Sector Company) in support of above technical bid evaluation criteria duly certified/ attested by The experience certificate should be issued by office not below the rank of Executive Engineer/Project Manager/Unit Head.
- ❖ Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of HR department confirming that the above personnel/ employee is on company payroll on bid due date.
- ❖ Bidders shall submit copy of relevant Green Office Building Certificate issued by IGBC/GRIHA along with completion certificate of the building issued by the Client. The Green Building so constructed can be other than the completion certificates submitted.
- ❖ Bidder is required to present their Concept Plan & Methodology, overall plot layout, elevation, external façade etc. in line with the requirement as mentioned in the Scope of Work in the Tender Document and budgeted cost as mentioned in the tender document so as to have a comprehensive idea about the proposed building.
- ❖ Bidder is required to submit detailed methodology for execution as per provisions of tender in their bid and shall give 3D presentation on Concept Plan & Methodology, Overall plot layout, elevation, Aesthetics & Façade and Utilization of Space & provision for Future expansion, Quality Assurance Plan, Project Planning & Scheduling etc. in line with the requirement as mentioned in the Scope of Work in the Tender Document so as to have a comprehensive idea about the proposed building for assessment by the committee.
- ❖ Bidders shall be subjected to thorough verification of their credential and inspection of similar works (if required) carried out / in progress by them, through a Technical Committee.
- ❖ The Bidder has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/forged. The decision of BRBNMPL in this regard shall be final and the binding on the tenderer.
- ❖ The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.
- ❖ Suitable relaxation in requirement of legal documents such as Certificate of incorporation of the firm, Power of Attorney & Financial statement etc. will be considered within the discretion of BRBNMPL, Mysore.

Even though a bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- ❖ Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre- qualification document.
- ❖ Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc., should be defined.

The evaluation committee shall evaluate the Technical Proposals on the basis of Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the tender. Each presentation will be given a technical score Ts.

Technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them. Then the total points shall be weighted to become scores.

To become eligible for shortlisting for financial bid, the bidder must secure at least 75% marks

- 11) Evaluation of Financial Proposals:** After the technical evaluation (quality) is completed, BRBNMPL shall notify the consultants that have presented the proposal the date, time and place set for opening the financial proposals, to enable the Consultants to attend the opening of the financial proposals.

The financial proposals shall be opened publicly in the presence of representatives of the consultants who choose to attend. The name of the consultant, the technical points, and the prices quoted shall be read out by the Client.

Price bid of the bidder with the lowest cost will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices.

- 12)** The final selection shall be based on Quality and Cost Based Selection (QCBS) in the ratio of 70:30 (70% Technical and 30% Financial/cost). The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be treated at lowest offerer and invited for negotiation, if required and shall be considered for awarding the contract/order. The formula for working out the combined score will be as under:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T (w) stands for weightage for technical score = 0.7

T(s) stands for technical score evaluated

F (w) stands for weightage for Financial score = 0.3

F(s) stands for Financial score evaluated

We produce below an example to clarify the matters. Suppose, there are three bidders (A, B & C) qualified based on the marks received / technical parameters and the marks received by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical Bid	Percentage quoted towards consultancy charge
A	80%	3.8%
B	70%	3 %
C	78%	4%

For the purpose of evaluation, the three bidders will be given scores as under:

Bidder	Technical Score	Percentage quoted towards consultancy charge
A	100	78.9
B	87.5	100
C	97.5	75

Total Score of the bidder will be as under:

$$A = 0.7 \times 100 + 0.3 \times 78.9 = 93.67 \text{ (H1)}$$

$$B = 0.7 \times 87.5 + 0.3 \times 100 = 91.25 \text{ (H2)}$$

$$C = 0.7 \times 97.5 + 0.3 \times 75 = 90.75 \text{ (H3)}$$

The Bidder with Highest Consolidated score (H1) shall be awarded the work after assessing the reasonability of the rates.

If there is a tie in the Highest Consolidated Score, the vendor with a higher score in the Technical Stage (Stage-1 (B) Design Concept through Presentation) shall be selected.

- 13) **Award of Contract:** After the tendering process, BRBNMPL shall award the Contract to the A, D &E Consultant who have obtained highest Consolidated Score.
- 14) **PROFESSIONAL LIABILITY** The A, D &E Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession
- 15) Any investigation, topographical survey, geo-technical survey, collection of required data from the actual site location and from the clients, sample collection & sample testing, soil testing, test reports etc. of site identified is to be carried out by the successful bidder and cost of same shall be borne by them.
- 16) If at any time after start of work, BRBNMPL decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, BRBNMPL shall give notice in writing to this effect to the bidder and they shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 17) The A, D &E Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on the tender document and latest Codes of practices, legislation, other relevant byelaws and good engineering practices and they shall

guarantee the performance of all the structures, other systems and services after completion of work.

- 18)** The A, D & E Consultant shall give an undertaking that all drawings, design, specifications, BOQ, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. They shall work out economic design and adopt specifications to ensure that the estimates approved by BRBNMPL at initial stages are not exceeded on completion of work.
- 19)** Construction Cost: The construction cost shall be the actual total cost of all elements of the project designed or specified by the A, D&E Consultants. The cost of any material if supplied by BRBNMPL to the A, D&E Consultants or for the work shall also be included in this. In computing the cost, all items and systems for which the A, D&E Consultants have assumed responsibility for design shall be included.
- 20)** It is the prime responsibility of the bidder to ensure that execution of the works proceeds smoothly in proper co-ordination among different agencies and in accordance with the programme for completion.
- 21)** The bidder should have adequate expertise / organizational structure comprising of qualified Architects, Engineers, specialists, other technical officers and staff along with associates if any, to execute work of such nature and magnitude.
- 22)** During execution of the assignment, if for unavoidable reasons, the A, D&E Consultants proposes for substitution of key personnel, the same may be allowed by BRBNMPL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.
- 23)** Remuneration and Payment:
 - a. Minimum of Ten (10) Site visits during conceptual /design stage and Twenty (20) Site visits during execution/implementation stage of Senior Architect/Consultant is included in the consultancy fees quoted. Further, the charges of Visits of other Associates of the firm related to the work like sanitary, electric works etc. are included in the consultancy fee.
 - b. Any additional visit of Senior Architect/Consultant apart from mentioned in condition (i) above during project implementation stage, the charges shall be applicable at Rs 5,000/visit(fixed). Any Additional site visit of the senior Architect/Consultant will be with the prior approval of BRBNMPL.
 - c. Account of each visit of the senior architect/consultant should be maintained. Prior intimation and communication regarding site visit by senior architect/consultant to be made for accounting purpose.
 - d. Guest House accommodation and dining facility for the Senior Architect/Consultant shall be provided by the BRBNMPL, Mysuru at a nominal cost subject to availability.
 - e. For the Resident Engineer initially for 15 (fifteen) days accommodation may be provided as per availability of the Guest House, thereafter a quarter shall be allotted for his stay during the project stage as per Estate allotment terms on monthly chargeable basis. The cost to be borne by the bidder.

- f. The bidder shall offer all reasonable assistance in ensuring quality of workmanship and materials for all the works for which they are responsible and that it is according reasonable standards (as laid out by Bureau of Indian Standards) having regard to the nature and character of the services.

24) Payment Terms:

- a) Consultancy fees for the scope of work described would be as per the approved Design by BRBNMPL and its estimated cost submitted by the architect. The amount shall be in terms of percentage of the total Project cost arrived at based on total value of works executed as per work order terms.
- b) Payment will be done as indicated in 'Milestones, Deliverables & Stages of Payment'.
- c) Total cost of the project for arriving out the fees payable to the Consultant will be calculated as given below and will be paid as per schedule given at 'Retainer'.
 - i. For stages 1, 2, 3 & 4 shall be as per approved estimated cost.
 - ii. For stages 5 to 10 shall be as per Work Order value placed on the Contractor &
 - iii. For stage 11 shall be as per certified final Total bill value.

25) Milestones, Deliverables & Stages of Payment:

Stage no.	Description of item	Deliverables	% Payment	Cumulative % payment
1.	a On signing of the agreement and on submitting of Conceptual designs and rough estimate. b Preparation and submission of conceptual Layout Plan of the Project incorporating all the proposed structure as well as the scope for future Extension, connecting roads area grading, boundary wall etc., as per the requirement of BRBNMPL.	within 01 month after issue of Work order/LOI whichever is earlier	10%	10%
2.	a Detailed survey of the demarcated entire area including providing levels at prescribed interval as mentioned in the technical specification. b Carrying out Soil investigation/Soil Testing as per requirement as per IS/BIS Code. Preparation, submission of Conceptual designs	within 10 days after completing activity (1)(b) within 10 days after completing activity (2)(a) within 15 days after		

	c	and preliminary drawings & Estimate cost / General arrangement drawing showing Elevation, Perspective view all section, Foundation details and other detailed drawings including color scheme, of the building incorporating all the suggestion/proposal of BRBNMPL and other allied works and obtaining final approval of the same from BRBNMPL.	completing activity (2)(b)	5%	15%
3.	a	Preparation, submission of detailed water supply, rain water harvesting scheme, sanitary and sewerage, drainage detail, water supply and sewerage scheme, of the building incorporating all the suggestion/proposal of BRBNMPL for Building and other allied civil works and obtaining final approval of the same from BRBNMPL	within 15 days after completing activity (2)(c)		
	b	Preparation, submission of internal electrification, external electrification etc. Including consumption of power and load distribution, of the building incorporating all the suggestion/proposal of BRBNMPL for Building and other allied works and obtaining final approval of the same from BRBNMPL.	within 15 days after completing activity (3)(a)	10%	25%
4.	a	Preparation, submission and detailed structural design, Bar bending schedule of the building.	within 15 days after completing activity (3)(b)		
	b	Submission of proof checking/Vetting of structural design and drawing	within 01 month after completing activity (4)(a)	5%	30%
5.		Submission of tenderable documents including BOQ with proper sub heads of the works, tenderable drawings, specifications, schedule of quantities and estimated cost as per market rate and recent PWD/CPWD Schedule of rates/ as per detailed analysis as per market Rates, including cost estimates etc. Tender should also contain GCC, Special conditions of the contract and Vendor list for bought out	within 10 days after completing activity (4)(b)	10%	40%

	materials / brand of materials to be used for construction. Assist BRBNMPL in finalization of tender.			
6	Submission of detailed Good for Construction drawings required for execution.	within 15 days after completing activity (5)	10%	50%
7.	On Completion of 25% of the work at site, in terms of the cost of the project.	----	10%	60%
8	On Completion of 50% of the work at site, in terms of the cost of the project.	----	10%	70%
9	On Completion of 75% of the work at site, in terms of the cost of the project.	----	10%	80%
10	On Completion of 90% of the work at site, in terms of the cost of the project.	----	10%	90%
11	On submitting Completion Report & submission of Final bill of the building, submission of “As Built” drawings and completion of Defects Liability Period of the Buildings satisfactorily.	----	10%	100%

26) Delay and Extension of Time:

If in the opinion of the BRBNMPL, the works be delayed

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

In case of foreclosure of the contract, percentage payment due up to the completed stage will be made as indicated in the Payment schedule. In case contract is foreclosed in the middle of any indicated stage in financial bid, pro-rata payment shall be made for the completed services as agreed mutually. The Bidder does not reserve any right to claim compensation whatsoever for foreclosure of contract by BRBNMPL.

The completion time as mentioned above is the essence of the contract and shall strictly be adhered to by the bidder. Delay without any valid reason shall attract

liquidated damages @ 0.5% of consultancy fee for delay per week up or part thereof to a maximum of 10% of total consultancy fees payable.

27) The Consultancy works may be terminated at any time by BRBNMPL upon fourteen days' notice in writing being given to Bidders, if the Bidder's work is not found to be satisfactory according to the terms of the agreement or the associated bidder fails to take action as per the directions of BRBNMPL Engineer-in-charge. In case the agreement is terminated on account of Bidder's work not being satisfactory, BRBNMPL will get the work done at the risk & cost of the bidder.

28) Force Majeure Clause:

BRBNMPL shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination.

Further in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Purchase order, the company by giving a notice of reasonable time to supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination

29) Conflict of Interest:

- a) Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
- b) Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to BRBNMPL's detriment.
- c) Any treasures, antiques, valuable etc. found during excavation belong to the BRBNMPL & same shall be handed over without causing any damage to them.
- d) The Contractor must ensure that at no point of time should any system be rendered non-functional.
- e) Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the BRBNMPL.
- f) Details of the service infrastructure in terms of the service staff strength and their qualifications, details of warehousing facilities for spares and the value of spares stocked shall be submitted.

SECTION VI – LIST OF REQUIREMENTS

Tender Document for Comprehensive Architectural Design & Engineering Consultancy Services for Construction of Learning and Development Centre at BRBNMPL Mysuru

Tender No: 080/MYS/CIVIL/2021-22 dated February 02, 2022

Sl. No.	Brief Description of Goods / Services	Unit	Quantity	Amount of Earnest Money
01	Comprehensive Architectural Design & Engineering Consultancy Services (A, D & E) for Construction of Learning and Development Centre at BRBNMPL Mysuru <u>(NON-SPLITABLE)</u> As per Scope of work mentioned at List of Requirement – Section-VI & Section VII	As per BOQ	As per BOQ	Rs.1,06,200/- (Rupees One lakh six thousand two hundred only)

Milestones for Delivery: It is the prime responsibility of consultant to complete specified job in schedule time. The consultant would schedule and execute activities such as to complete the entire job within the schedule time. The Consultant shall be periodically intimated about their performance. The expected delivery schedule is as mentioned below

Stage	Milestone	Time schedule
1.01 (a)	Preparation of Conceptual Plan and elevation, Sketch Design / Sketch Drawing & submission to BRBNMPL for approval.	When intimated by BRBNMPL (During Technical Bid : Concept Presentation Stage)
1.01(b)	Preparation of final layout plan, elevation and other detailing as per approved option by BRBNMPL and submission to Statutory Authority for approval.	Within 15 days after award of work
1.02	Obtaining the approval of Statutory Authorities, Local Authorities as required including necessary coordination and liaising for getting those approval.	Within 45 days after submission to Statutory Authorities as per 1.01(b). (Parallel Activity)
1.03	Preparation of final detailed drawing and detailed estimate including quantity take off sheets and market rate analysis after approval of BRBNMPL against Sr. No. 1.01 (a).	Within 60 days after necessary approval by BRBNMPL as per 1.01(b)
1.04(a)	Preparation of Tender Documents for inviting tenders on Open tender.	Within 15 days after necessary instructions from BRBNMPL
1.04 (b)	Scrutiny of bids received, Technical Qualification and financial and submission of recommendation for award of work	Within 30 days after bid opening.
1.04 (c)	Evaluation of Price Bids and submission of recommendation for award.	Within 7 days after opening of price bid opening.
1.05	Issue of detailed working / Good For Construction	To be issued along with

	Drawings for necessary execution of work at site including schedule for carrying out the work.	award of work to the contractor
1.06	Construction Management and supervision by deploying necessary technical manpower to ensure planned progress and quality of works as per drawings and specifications and monitoring constructions at various stages of work including making detailed construction schedule / review of construction schedule prepared by the Contractor.	Within 07 days of the award of the work and till completion of the work and closure of contracts.
1.07	Completion of project, issue of Completion Certificate, submission of “As Built Drawings”, finalization of Contractor’s final bill & closing of contract.	Within 60 days after completion of the work.

TIME IS THE ESSENCE OF THE CONTRACT.

SECTION VII – TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

- 1) **Preamble:** BRBNMPL is a wholly owned subsidiary of Reserve Bank of India engaged in printing of Banknotes. BRBNMPL has its Registered and Corporate Office situated at Bengaluru. The company manages 2 Presses one at Mysore in Karnataka and the other at Salboni in West Bengal and Varnika Plant at Mysore. This tender is invited from qualified and bonafide bidders for providing Comprehensive Architectural & Engineering Consultancy Services for Construction of Learning and Development Centre at BRBNMPL Mysuru.
- 2) **Objective:** While the detailed scope of work and qualification criteria is provided in the respective sections of the tender document, this section is included to apprise the potential bidders to understand the descriptive requirement of the expectations of the purchaser.

Considering the different stakeholders in the currency production, distribution and management sector in the country, the need to have a common Learning and Development Centre to achieve uniformity in quality of banknotes, standardization of processes, productivity, procurement and security will enable the stakeholders to effectively sustain and grow.

The Learning and Development Centre (LDC) for currency sector is proposed to be set up at BRBNMPL Mysuru shall integrate the Knowledge, Attitudes, Skills and Competencies of the employees so that it can contribute effectively towards the achievement of common organizational goals.

- 3) The main purpose for setting up the proposed LDC is to set up a learning hub for knowledge dissemination, learning and skill development in Currency production sector with a mission to enhance human and organizational excellence by blending cutting-edge technologies and process techniques to achieve improved productivity, better quality, enhanced security and economies of scale. This endeavor is to motivate every currency professional to tap their unique human endowments, consciousness, imagination and will power
- 4) **Vision and Mission Statement of Learning and Development Centre:**

Vision

“To emerge as a global center for learning and development in the currency production sector to advance the future of our people, organization and nation by providing quality lifelong learning experience, through an experiential learning eco-system, meeting and exceeding global challenges”

Mission

“To develop highly skilled, engaged, curious, innovative, socially and ecologically conscious individuals and resourceful leaders through collaborative education to meet the future challenges of our organization, community, environment and the staff with a focus on Make in India initiative (Atmanirbhar), by blending cutting edge technologies, aligning learning & development processes with the corporate strategy, developing and offering an array of innovative and diverse programs and exposing the personnel in currency sector to diversity of talents”

5) **Goal:**

The articulated mission will be accomplished by:

- a. Providing best in class infrastructure with latest technology, adopting best teaching methods and deploy for developing a vibrant, joyous and continual learning environment to bring in respect for people and employee engagement;
- b. Developing leadership pipeline in the company, thereby supporting sustainable business growth and progress of the organization;
- c. Developing programs to inculcate cross functional learning, multi skilling and deep learning depth of skilling, etc., aimed at analytical and critical thinking skills and fostering creativity and innovation within the respective organizations;
- d. Providing quality, cost-effective learning designed to increase individual and organizational productivity and enrichment;
- e. Creating, promoting and fostering an organizational environment that values development, diversity and growth opportunities for all employees;
- f. Providing individuals and the organization with the tools to respond effectively to customer needs as well as current and future demands for service;
- g. Providing on-going leadership and support to the organization's succession efforts; and
- h. Organizing round table conference annually for middle and top management officials in the currency production sector (Indian as well as internationally reputed institutions) to capture the best practices and to discuss the issues faced.

6) **General:**

The Company intends for Comprehensive Architectural, Design & Engineering (A, D &E) Consultancy Services for Construction of Learning and Development Centre at BRBNMPL Mysuru and accordingly invites tenders from eligible, resourceful and efficient bidders who could render their services for the same. In order to take up the implementation of the project it is proposed to appoint a suitable agency / firm to plan, design, liaison, assist in supervision, and get the work done as per requirement laid down in the tender documents.

The bidder with proven relevant experience in implementing projects of a similar nature and size will be appointed for planning, designing, liaising and associated activities during construction, supervision of the building project. The agency may submit their proposals considering the scope of work and requirements.

7) **Project Brief and Background:**

BRBNMPL intends to set up a State of the Art 'Learning & Development Centre' incorporating latest technologies with the following basic infrastructural requirements in a phased manner.

The project is proposed to be set up with an approximate area of 5.8 Acres (23,600 Sqm) within the BRBNMPL campus in Mysuru. The project is estimated at a total cost of Rs 20.00 crores.

8) **Brief Scope of Work:** Scope of work covers but not limited to Concept to Commissioning Consultancy services including

- Planning, Designing/Engineering
- Detailed Engineering of Surveying & Soil testing,
- Architectural services,
- Structural Design,
- Civil works,

- Internal & External Electrical works including Substation,
- DG sets
- HVAC,
- Fire Fighting, Alarms & Detection,
- Lifts,
- Landscape and Horticulture works
- Sanitary and Plumbing works,
- Drainage & Sewerage works,
- Compound wall,
- Internal and External finishes,
- Electronics / CCTV/Intercom,
- Interior Design,
- IBMS,
- Energy Conservation Systems viz Solar system,
- Furnishings,
- Internal & External Roads & Landscaping,
- Furnitures & Fixtures including Workstations & Loose Furniture,
- Structural Cabling for Networking, EPBAX/PA System,
- Access Control System,
- Videoconferencing services, ,
- LED & Light saving sensors,
- Rain-water harvesting system,
- Parking,
- security system etc

All approval/clearances from local, central and state bodies such as Pollution Control Board of state and centre, Central Ground Water Authority, Environment and Forest Department, Town Planning Department, Municipality/ development Authority, Fire department, Electricity department, water department etc as may be required in order to obtain Occupancy Certificate and other certificate as required for the Project as per MCI requirement.

Maintaining office of Resident Architect at Site with requisite staff during whole project duration and including all the visits to site by design team as required

- 9) The proposed office building shall have the following facilities (list is only indicative):

Phase I: (Tentative Area 2.58Acres)

- Reception Lobby and Security Office
- Officer In charge room with annexes for staff officer, visitor room etc
- Executive Lobby
- Office space for minimum 10 personnel's working desk
- 02 large classroom Of 40 seater capacity
- 02 small classroom of 25 seater capacity

- Discussion room/activity room with circular chair arrangement of 20 seater capacity
- Conference room of 20 seater capacity with provision for additional 20 seater support seating
- Discussion room of 20 seater capacity
- 300 seater multipurpose auditorium with stage, control room, green room etc.
- Lobby, assembly/gathering/common area for socializing of participants and organizers
- Attached lounge for the auditorium with provision for Executive dining
- Food court with a seating capacity of 300
- Provision for exhibits
- Library of 50 seater capacity and storage area
- Resource rooms
- Rest room etc

Phase-II: (Tentative 3.25 Acres)

- Trainee Hostels – 25 rooms with twin sharing facility
- Executive rooms- 25 rooms
- Care taker & Staff rooms – 10 rooms
- Store/resource rooms – 05 rooms
- Centralized Dining, cafeteria and kitchen area
- Reception & Lobby
- Recreational facilities
- Computer & internet Kiosk
- Parking area
- Future expansion

*** The details, areas mentioned are tentative in nature and may vary as per the actual requirement. The Floors of the buildings may also vary depending on the site area available for the project. The components of the project may also vary as per requirement of the BRBNMPL.*

The interiors should commensurate with the best of finishes befitting state of any multi-national corporate campus. The building shall be Centrally Air Conditioned including all Interiors and Furniture, and related Infrastructure work like Roads, Pavements, Drains, External & Internal Electrification including Sub-Station, IT & Telecom, Lift, Fire Fighting System, Water supply, Sewerage System, Drainage System, Water Treatment Plant, Sewage Treatment Plant, Landscaping / Horticulture Development, Rain Water Harvesting etc. and any other services required to make the building fully operational. The scope of work also includes the Project Management Services as detailed in the subsequent clauses.

The building has to be designed as per Green Building norms of GRIHA/IGBC and to be targeted for minimum three-star rating from GRIHA and relevant corresponding

rating from IGBC. It will be in the scope of Architect to, if required, engage a sub consultant of third party for documentation and necessary paper work and formalities with GRIHA/IGBC for achieving the required ratings. Any fees, deposits to be paid with the GRIHA/IGBC shall be borne by BRBNMPL.

Architects shall render all comprehensive, professional and architectural services which may be require for the above job and making functional the above said facilities for use by BRBNMPL. The Architect will extend the entire consultancy services necessary for Conceptualization and Planning of the Project, Architectural Designing and Detailing, carry out detailed engineering, obtain all necessary statutory clearances, prepare the bidding documents for different packages, evaluate the bids, Construction & Project Management Services, obtaining building completion and occupancy certificate as detailed in this tender.

The Architect shall follow all the Govt. of India rules, procedures, regulations and instructions of various agencies having jurisdiction on implementation of the projects, issued from time to time to ensure strict adherence to laid down procedure. The Architect shall ensure, while preparing the bidding documents, operability, maintainability, reliability and safety aspects of equipment's and system. The Architect shall be fully responsible for evolving safe, economical, technically sound and correct designs.

The services to be so rendered by the Architects shall include the following:

1. Architectural Services.

2. Project Management and Construction Supervision Services till handing over of the project and Stipulated Defects Liability Period

10) Tenure / Completion Period of the Consultancy services:

The total Time schedule for Construction of Learning and Development Centre at BRBNMPL Mysuru shall be 30 months. However, the Phase I shall have to be started first and completed by 12 months. The total tenure of the consultancy services will be 30 months (2.5) years from the date of issue of work order or till completion of project, whichever is earlier.

11) COST OF CONSTRUCTION OF THE WORKS: This shall mean the amount(s) of tender(s) that may be accepted by BRBNMPL for award of work.

12) COST OF CONSTRUCTION OF WORKS SHALL NOT INCLUDE THE FOLLOWING:

- Fee towards Architect and Construction Management Services under this contract and Cost of Land.
- Any escalation on any account whatsoever in the amount(s) of the said tender(s) for the construction of the works that may be paid by BRBNMPL.
- The amount of any deductions from the Contractor(s) bill(s) on account of defective work or for other reasons.
- Any payment to local authorities and any other expenditure for or in connection with obtaining approval of plans, sanction of electrical loads etc.
- Cost of advertisement for invitation of tenders.
- Cost of any extra items necessitated due to any faulty planning and / or designs of the Architects.

- 13) **SUPERVISION OF WORKS:** The Architect shall be fully responsible for the soundness of the design of the works including that of specialized consultants engaged by him and also for the progress and quality of works carried out by various contractors at site. They shall ensure by continuous supervision and inspection of works, as may be necessary, that the works are carried out strictly in accordance with the approved drawings and specifications issued by them and as per owner's instructions issued in writing from time-to-time.
- 14) **PAYMENT TO STATUTORY AUTHORITIES:** Payment / fees, if any, is required to be deposited / paid to the Statutory Authority in connection with any statutory permission / approval, the same shall be borne by BRBNMPL upon receipt of demand note from the Authority. However, in case such fee / deposit was made by the Architects, the same shall be reimbursed to Architects on production of documentary evidence i.e. proper receipt issued by the Statutory Authorities towards the acknowledgement of receipt of such fees in connection with the said work.
- 15) **The services to be so rendered by the Architects shall include the following:**
 - Part 1. Architectural Services.**
 - Part 2. Project Management and Construction supervision Services.**
 - Part 1. Architectural Services.**
 1. Visiting the proposed building site for collecting the necessary details of the plot and including that of surrounding locations & areas those have bearings on the Project, understanding the project requirement from BRBNMPL discussion and attending necessary meetings.
 - a) Site survey:
 - i. Submit Report of topographical survey/contouring, all field investigation, collection of required data from the client, Sample collection and their testing and Record of levels/level chart etc. Detailed survey of the demarcated entire area including providing levels as per requirement.
 - ii. Review of existing Service Networks like Water Supply, Sewerage System, Electric Supply, Connecting Roads, and Tele-communication services etc. and design for seamless inter-connection with such system accordingly.
 - b) Carry out soil investigation and Soil testing for the project as per relevant IS Code.
 - c) Ensure that the various building engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
 - d) Ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included
 - e) All building designs including Signage, Graphic and landscaping meeting green building norms
 - f) Prepare production information including drawings, schedules and specification of materials and workmanship etc. in sufficient details.
 2. Conceptualization:
 - a) Preparation, submission of Conceptual designs and preliminary drawings/ General arrangement drawing showing Elevation, Perspective view of all section, Foundation details and other detailed drawings including color scheme, incorporating all the suggestion/proposal of BRBNMPL and other allied works for final approval from BRBNMPL

- b) Furnish approximate project cost based on BRBNMPL's requirement as per market rate & PWD SR (WB)/ CPWD/ Analyses of Rates duly supported by detailed analyses for the items not covered in the schedules;
 - c) Preparation of 3D computer generated model showing the proposal.
3. Design & Estimation:
- a) Prepare architectural and working drawings, making structural calculations and preparing all structural, mechanical, sanitary, plumbing, drainage, lift and electrical drawings, specifications, detailed estimates of cost and furnish such other particulars as may be necessary for the preparation of schedule of quantities
 - b) Preparation and submission of BOQ and tenderable documents, detailed water supply, rain water harvesting scheme, sanitary and sewerage, drainage detail and sewerage scheme, internal electrification, external electrification etc.
 - c) The works/buildings shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages preferably STAADPro.
 - d) The designs for consumption of power, load distribution, firefighting system, false ceilings, ceiling insulations, water proofing, hardware fittings, water softening and chlorinating plants, tube well, gardening and landscaping work, etc. of the building incorporating all the suggestion/proposal of BRBNMPL for Buildings and other allied works and obtaining final approval of the same from BRBNMPL.
 - e) The estimates of costs prepared for invitation of tenders should be based on market rates, but by considering the coefficients for material and labour as prescribed in either CPWD or local PWD analysis of rates. Whenever comparable items are not available in the CPWD/PWD analysis of rates, the coefficients may be taken on the basis of past experience, site observations. In case of Market rate items, detailed analysis along with quotations from manufacturers/authorized dealers is to be submitted
 - f) The Consultant should propose/ indicate multiple brands for all building items/ accessories (at least 3 Numbers of equal/ at par quality) of standard /reputed brands for approval and incorporation in the tender document.
 - g) Preparations of all necessary drawings showing full architectural, elevation and other development control and material to be used;
 - h) Furnish modified estimate of project cost based on approved designed/ scheme
4. Pre-work for implementation & Execution Stage:
- a) To prepare & submit vetted Good for construction drawings & visit the site regularly as per requirement of BRBNMPL to solve the problems of site & issue necessary clarifications/details of the Project
 - b) To prepare and issue working drawings with all details for proper execution of the work & revise drawing details and specifications as required during construction.
 - c) Detailed Technical specifications & Rate analysis with justification for all the non-scheduled items proposed during execution of work, if any.
 - d) The Consultant shall discuss all the points/shortcomings/new requirements, if any with the concerned officers and shall take their concurrence on all the observations.
 - e) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.

- f) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
- g) Carrying out all modifications / deletions / additions / alternations /in design / drawing / documents as required by BRBNMPL or any other authorities as applicable for proper execution of works at site till completion and handing over of the projects.
- h) Preparation & submission of adequate no. of detailed design calculations/ BOQ/ 4 (Four) sets of good for construction drawings for all the components of the schemes as per requirement of BRBNMPL. The structural design shall have to be done on STAAD-PRO software (latest version) or any other standard structural design software in consultation with BRBNMPL.
- i) Preparation & submission of 3D and perspective views of the complete scheme as per requirement of BRBNMPL.
- j) Preparation & submission of completion reports, Operation & maintenance manual (if any), completion as built drawings and documents for the project as required and acceptable to BRBNMPL
- k) The documents/drawings as stated above shall be submitted in adequate nos. as per requirements of BRBNMPL in hard as well as soft copies.
- l) Consultant has to ensure the availability of his representatives (Architect/Structural / Electrical/Environmental/HVAC etc.) to provide day to day clarifications & interaction with BRBNMPL concerned officials as & when required at site.
- m) To deploy a qualified and experienced personnel for supervision / coordination / liaising for all types of works from start to finish. Monitor and ensure the progress of work as per time schedule.
- n) Day-to day site supervision to ensure that the contractor carry out the works according to the drawings and specifications supplied to them.
- o) Quality assurance scheme giving details of equipment's and tests to be carried out with their frequency keeping IS Codes in view.
- p) Ensure high standards of quality assurance in the execution of work.
- q) To check-measure the works at site, scrutinize, check and certify the Contractor's Running Account bills and final bill within the prescribed time schedule with the Contractor in conformity with the Contract agreement between BRBNMPL and the Contractor and issue periodical certificates for payment so as to enable the Company to make payments to the Contractors.
- r) To recommend for Extension of time as per Work order clause provision, if necessary
- s) Visit of senior architect to the site of work and provide periodic supervision as and when necessary to clarify any decision or interpretation of the drawing and specifications and to ensure that the project proceeds in accordance with conditions of contract,
- t) Assume full responsibility for the supervision and ensure proper execution of the said works as per specifications of the contract by the various contractors engaged for various trades, specialists, consultants, technical advisers, etc. that may be engaged from time to time as defined in the conditions of engagement.

- u) Supply on completion of the project, two copies of all "As Built Drawings" in respect of layout floor plans, sections, elevations, structural designs, services and all working details. In addition, one set of all floor plans, sectional, elevation and layout plans showing all external services including street light shall be submitted.
 - v) Any other services connected with the works usually and normally rendered by the Consultant and not referred to in any of the items mentioned above.
5. Utilities and other services: In case separate tenders for utilities, services, furniture, equipment, smart office, etc. required for completion of the project in all respects, the same shall be taken up.

Part 2. Project Management and Construction supervision Services.

- a) Qualification/Experience: Resident Engineer of the project shall be technically qualified and experienced personnel. The candidate must possess a Diploma in Civil engineering with 10 years' experience or be a Graduate in Civil engineering with 5 years' experience in supervision, planning, designing and construction of buildings /office interiors/renovation of building works. The academic certificates showing the required qualification & testimonials showing work experience of the engineer as prescribed shall be submitted to BRBNMPL.
- b) Certification of Contractor's bill after joint measurement by the resident engineer & BRBNMPL officers. Submission and Certification of rate analysis with the basis of prevailing SR rates/market rates if any extra items occur in the respective projects.
- c) Efficient day to day supervision of all types of civil works which includes, surveying, foundation, concrete, reinforcement and finishing works. The resident engineer should also be experienced in the plumbing and sanitary works, including electric works etc.,
- d) To check-measure, scrutinize and certify the Contractor's Running Account bills and final bill within the prescribed time schedule with the Contractor in conformity with the Contract agreement between BRBNMPL and the Contractor.
- e) Submission of periodical weekly / monthly progress report of the construction projects to BRBNMPL including achievement of targets as envisaged in the time schedule.
- f) To obtain all drawings, including working/detailed drawings, approved for execution by the consultant before commencement of the work. To make a thorough study of schedule of quantities, specifications, drawings, additional conditions, if any, accepted by the Company and other parts of the contract documents, architectural/structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Consultant well in time to avoid delays and problems.
- g) To organize the center-line layout of building pegged out on site by the Contractor in conformity with the dimensions shown on the approved drawings, approve the same as well as establish permanent benchmark to finalize the plinth levels and formation levels with respect to street sewer/storm water/drain/road level and details furnished by Consultant.
- h) To assess the requirements of steel, cement and other materials to be obtained by the Contractor well in advance, to place periodical indents with the local suppliers, if need be, and ensuring timely procurement thereof.
- i) To ensure that samples of materials to be used in construction, including fittings are approved by the Company and ensure their display and safe custody at site by all Contractors.

- j) To arrange for necessary testing of materials and ensure that the quality of materials and workmanship as laid down in the contract is maintained. To forward in good time to Local Office/Corporate Office all test reports along with comments.
- k) To study the quality of approved coarse and fine aggregates in the concrete mix in accordance with code of practice.
- l) To ensure that the Contractors observe local laws pertaining to Contract Labour Act and maintain the policies till completion.
- m) To ensure that the Contractors have taken the proper insurance policies as per the contract.
- n) To obtain decisions on various aspects in connection with site works from the Competent Authority well in advance of the actual commencement of each item of work wherever found essential and to ensure that instructions received in writing from the Competent Authority are properly complied with. In case the instructions are given by visiting officers verbally, the same shall be got confirmed in writing from the concerned officers.
- o) To attend site meetings with officials/various Contractors, Consultant, hold meetings monthly or earlier as need be, to monitor the progress of the work and to sort out any problem connected with the project
- p) To record and maintain all the necessary / mandatory reports/ registers / data for the work at site, in addition to normal routine requirements of an office.
- q) To receive Running Account Bills from the Contractor/s and to forward them after their checking to Local Office with comments and recommendations for payments accompanied by all supporting documents like Theoretical Cement Consumption Statement and Part Rate / Reduced Rate Statement etc.
- r) To ensure that the contract do not lapse for want of extension of time. To report the matter to Local Office well in time, if necessary.
- s) To ensure that no extra/deviated items are recommended for payments, till rates for such extra/deviated items have been approved by the Competent Authority.
- t) To report to Local Office /Corporate Office where the sanctioned tender amount is likely to be exceeded and to prepare and submit the Revised Estimates for the project. To obtain prior approval for execution of item/s for which there shall be variations in tender quantities.
- u) To keep close watch on execution of items of works where abnormally high or low rates have been quoted by the Contractor/s and other items.
- v) To verify the "Completion Drawings" received from the Architects/Consultants and certify the same as "Executed Drawings".
- w) To take over completed building/s from the Contractor/s along with all inventories and hand over the building/s along with all inventories to the Civil Maintenance Department.

The Site Engineer or any representative of the Consultant is not empowered to revoke, alter, enlarge or relax any requirements of the contract, or allow any addition, alteration, deviation or extra work without obtaining prior approval of the Competent Authority. However, the Site Engineer has the power to disallow any work or material that may be considered to be below specifications and to give notice to the Contractors to suspend such work or to stop using such material until the decision of the Consultant/Competent Authority is obtained.

TIME IS THE ESSENCE OF THE CONTRACT.

SECTION VIII: QUALITY CONTROL REQUIREMENTS / DECLARATION BY THE TENDERER

[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-II Bid)*
4. EMD amount if any, cost of tender document if any, 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) GST No
 - b) PAN No.
 - c) Requisite work experience (work order copies and work completion certificates as per eligibility criteria)
 - d) Financial credential required to participate in this tender as per eligibility criterion
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: / / 2022

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

1. The bidder should be currently in core architectural design & consultancy service business and in sound financial condition.
2. The bidder should be a member of the Indian Council of Architecture.
3. Financial Soundness:
 - i. The average annual turnover of the company should be more than ₹13.50 lakhs in the last 3 years ending 31/03/2021.
 - ii. The Net Worth of the firm should be positive and should not have eroded by more than 30% (Rs.15.93 lakhs) year on year in the last 3 years ending 31/03/2021.

Documents to be submitted in support of the above criteria.

- a. Audited / Chartered Accountant Certified P & L Account and Balance sheet for the FY 2018-19, FY 2019-20 and FY 2020-21 & IT returns as applicable.
 - b. CA certified turnover as per the format enclosed at Annexure A – Proforma for financial certificate.
4. Experience & Past Performance:
Minimum Qualification: The bidder should have executed architectural design & consultancy service works ending last date of the previous month in which the tender is floated

Minimum value of similar works during last 7 years ending last day of the month previous to the one in which tenders are invited as per either of the following:

Three similarly completed works each costing not less than the amount of value of 40% of estimated value (i.e., Rs 21.24 lakhs)

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (i.e., Rs 26.55 lakhs)

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (i.e., Rs 42.48 lakhs)

Note: A job executed by a bidder for its own in-house purpose/sister concern/subsidiary cannot be considered as experience for the purpose of meeting Qualification criteria

Note: Similar work means the bidder must have successfully completed providing Architectural / Consultancy / Engineering Services for planning / design / project management of educational / research institutions / offices / public utility buildings / commercial buildings, etc. However, sub contracted works will not be considered.

- a. Essential experience - Conceptualization, planning, design, providing comprehensive consultancy and project management services like architectural, structural, interior, utilities and allied services for public utility buildings like Schools, educational institutions, and office buildings.

- b. Desirable experience – preference will be given to bidders having experience in design / consultancy services of training centers / research institutes / auditoriums / guest house – residential complexes / center for excellence

Documentary proof (copies of PO's executed and Work completion certificate) for the above qualifying criterion should be submitted along duly signed by authorized signatory of your company.

5. General Criteria:

- a. Proof of Registration with GST, and PAN.
- b. The declaration having not blacklisted by BRBNMPL / Government of India / Public Sector Undertakings and Confidentiality Statement, shall be signed and submitted as part of Technical Bid.
- c. The Contractor should have GST, PAN, ESI, PF Account numbers, Profession Tax registration
- d. Proprietorship/partnership deed/Memorandum and article of association of the firm and their details are to be submitted.
- e. One of the Director/Principal Architect/Partner/Proprietor of company registration certificate with "Council of Architecture".

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

Bidder to furnish stipulated documents is support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

6. Bidder shall submit the following declarations / undertakings along with tender application.

- a. The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
- b. Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions
- c. Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.

SECTION X: TENDER FORM

Date

To

.....

.....

.....

(Complete address of BRBNMPL)

Ref: Your Tender document No. dated

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

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

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

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

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

Dated this _____ day of _____

For & on behalf of.....

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

SECTION XI: PRICE BID- SCHEDULE –PART-II BID

From: M/s.....
.....
.....

To:
The General Manager
BRBNMPL,
Mysore

Dear Sir,

Sub: Submission of Price Bid-Part-II for the Work “Architectural, Design and Engineering Consultancy services for Construction of Learning and Development Centre at BRBNMPL Mysuru”

REF: Your Tender No.: 080 /MYS/CIVIL/2021-22 dtd February 02, 2022

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

A. Price Schedule:

Sl. No.	Particulars	Percentage of Consultancy fees both in figure and words
1	Providing Comprehensive Architectural, Design and Engineering Consultancy services for Construction of Learning and Development Centre at BRBNMPL Mysuru till completion of Project works	
2.	GST @ 18% to be paid separately by BRBNMPL	

NOTE:

- 1. We confirm that the rates quoted are inclusive of all and with all awareness of the site conditions, after going through the tender documents in detail and is firm.
Taxes shall be paid as per actuals as per prevailing rules by BRBNMPL.*
- 2. We confirm that there would not be any price escalation during the tenure of contract.*
- 3. We confirm that we will abide by all the tender terms & conditions of tender, scope of work and we do not have any counter conditions.*
- 4. We confirm that tendered item will be delivered as per specifications.*
- 5. No escalation shall be entertained over the quoted rates during the tenure of the contract.*
- 6. In addition to above in case any additional statutory tax liability arises on during the currency of contract, the same will be borne by BRBNMPL.*
- 7. Price breakup should be strictly as per the given format in Section XI.*

8. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.
9. Non-signing of price bid of any tender document & use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection besides barring the participant from the subsequent bidding process. In this regard, BRBNMPL decision will be final.
10. BRBNMPL shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

Thanking you,

Yours faithfully,

Seal of
Agency/Firm:

(.....)

Name & Signature with date

**SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID
OPENING**

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Signature of bidder with date and seal /Officer authorised to sign bid document on behalf of the bidder

ANNEXURE-A

1. Financial standings (as per Section-IX):

Sr. No.	Financial Year	Annual Turnover (Rs.)	Profit/(Loss) (Rs.)	Net worth (+/-) (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2018-19					
b.	2019-20					
c.	2020-21					
Avg. Annual Turnover->						
Required Annual Turnover ->		15,93,000/-				

Note (if any) :

.....

.....

Signature of bidder with date and seal

ANNEXURE-B

NEFT - MODEL MANDATE FORM

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

Name of the Scheme and the periodicity of payment

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official

of the Bank

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

ANNEXURE-D

UNDERTAKING

(To be submitted on Company letter head duly signed by authorized person)

1) CONFIDENTIALITY STATEMENT

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

2) BLACKLISTING

“We confirm that that our firm has not been in the list of firms blacklisted by BRBNMPL / Government of India in the past 5 years ending as on date. We also confirm that there is no Civil and criminal cases and other legal dispute proceedings including arbitration proceedings pending/closed during the last 3 years”

3) ACCOUNTABILITY STATEMENT

“In case any ambiguity is noticed in the Documents submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law”.

Yours faithfully,

Authroised Signatory

()

Name

Seal

Signature of Bidder

ANNEXURE-K

Escalation Matrix to be submitted by Bidder

Bidder is required to submit the channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of Service Levels as per Service Level Agreement.

Sl. No.	Name & Designation of Contact person	Address with Contact No., Email and Fax No. (If any)	To be contacted on Service Delay of No. of Days	Any Other Information

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

ANNEXURE-L

Undertaking by Bidder for Compliance

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

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that we M/s._____ shall depute Engineers/supervisor satisfying the criteria:

“Resident Engineer of the project shall be technically qualified and experienced personnel. The candidate must possess a Diploma in Civil engineering with 10 years’ experience or be a Graduate in Civil engineering with 5 years’ experience in supervision, planning, designing and construction of buildings /office interiors/renovation of building works.”

The academic certificates showing the required qualification & testimonials showing work experience of the engineer as prescribed shall be submitted to BRBNMPL before starting the work.

In case of non-compliance suitable deductions will be made from the bill.

For & on behalf of

(Seal & signature)

(Name and designation)

Duly authorized to sign tender for and on behalf of

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

ANNEXURE –M

DETAILS OF EXPERIENCE OF THE PROPRIETOR/ PARTNER /DIRECTORS/ ASSOCIATES/ARCHITECTS/ EMPLOYEES

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

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

NOTE:

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

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

Signature of the applicant/bidder

ANNEXURE –N

LIST OF IMPORTANT RESIDENTIAL /EDUCATIONAL/ INDUSTRIAL /INTERIOR PROJECTS EXECUTED BY THE ORGANIZATION DURING LAST 5 YEARS

S.No .	Name of the Project and locatio n	Nature of work involved in the contract (Eg. Residential/ Commercial/Institution al Building work etc.)	Name of the owner, also indicate whether Govt./Semi Govt./ Govt. of India undertakin g or Private body, with full address	Projec t cost in lakhs	Completion Period		Any other relevant informatio n
					Stipulate d	Actua l	
1	2	3	4	5			6

Note: - Separate sheet to be furnished for different projects

Signature of the applicant/bidder

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

ANNEXURE-O **CHECKLIST**

S.No.	Item	Whether Submitted Yes/No	Proof of documents submitted Yes/No
1	Does the consultancy firm have the required experience matching the tender criteria		
2	Does the proposed methodology of work fulfill the objectives of the assignment/job till the last detail of the scope of work		
3	Do the methodology, work plan and staffing schedule provide coverage of the entire scope of work as described		
4	Does the team leader fulfill the minimum educational qualification and experience criteria?		
5	Has the consultant provided for all the professionals for requisite expertise		
6	Does the key professional (indicate the position) fulfill the minimum educational qualification and experience criteria? [Evaluate for all the proposed key personnel]		
7	Does the staffing schedule including the key professionals proposed, the responsibility assigned to them and the support staff together is adequate for performing the entire scope of work indicated		
8	Bidders shall submit copy of relevant Green Office Building Certificate issued by IGBC/GRIHA/SWAGRIHA along with completion certificate of the building issued by the Client		
9	Has the P& L statement enclosed for the last 03 years ending 31.03.2021		
10	Has the Balance sheet statement enclosed for the last 03 years ending 31.03.2021		
11	Proof of registration with GST and PAN		
12	One of the Director/Principal Architect/Partner/Proprietor of company registration certificate with "Council of Architecture".		
13	Financial Standing document (Annexure A)		
14	NEFT – Model Mandate Form (Annexure B)		
15	Confidentiality Statement and Declaration (Annexure D)		
16	Escalation Matrix (Annexure K)		
17	Undertaking by Bidder for Compliance (Annexure L)		
18	Details of experience of the proprietor/ partner /directors/ associates/architects/ employees (Annexure M)		

19	List of important Residential /Educational/ Industrial /Interior Projects Executed By The Organization During Last 5 Years (Annexure N)		
20	Complete set of tender documents duly signed with seal		
21	Tender Fee (Tender downloaded from website is exempted. MSE/NSIC/ Start-up Companies are exempted)		
22	EMD (MSE/NSIC/Start-up Companies are exempted)		

All the above documents are to be submitted duly filled, signed & stamped

Signature of the applicant/bidder