

## **1. INTRODUCTION:**

Bank Note Paper Mill India Private Limited (BNPM) a joint venture of Security Printing and Minting Company of India Ltd (SCONSULTANTSIL) a Government of India Enterprise, New Delhi and Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL), a wholly owned subsidiary of Reserve Bank of India, Bangalore incorporated under the Companies Act 1956 on 13th October 2010 invites tender from bonafide, experienced, technically competent, resourceful and financially sound to carry out the works specified in the tender document in its factory premises at Mysore, Karnataka.

The Bank Note Paper Mill India Private Limited invites sealed tenders on behalf of The Managing Director in "Two part" for providing Consultancy services as per detailed scope of work mentioned in this tender., for civil construction projects (Civil, water supply and sanitary, Electrical, Environmental, HVAC, Mechanical, external development activities like roads and drain & etc.) at the premises of Bank Note Paper Mill India Private Limited, Mysore.

## BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

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**Limited Tender Enquiry (LTE) –OPEN TENDER**

**Standard Bidding Document (SBD)**

Procurement of Goods & Services

**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

**Administrative Building,**

**Gate 1, Paper Mil Compound**

**Note Mudran Nagar, Mysuru 570003**

**Phone: 0821-2401 191, FAX: 0821- 2401120**

**Website: www.bnpmindia.com; Email: info@bnpmindia.com**

**Not Transferable**

**Security Classification: Non-security**

**Tender Document for Providing Consultancy Services for Civil Construction Projects at BNPM Premises, Mysuru.**

**Tender No. BNPM/LTE/ Consultancy services/453/2019-20 Dated 05.08.2019.**

**This tender document contains 34 pages**

**The tender document is sold to:**

**M/s.**

**Address \_\_\_\_\_**

Details of Contact person in BNPMIPL regarding this tender:

Name: Shri Alok Kumar, Designation: Deputy General Manager

**Address: Bank Note Paper Mill India Private Limited  
Administrative Building  
Gate 1, Paper Mill Compound  
Note Mudran Nagar,  
Mysuru - 570 003  
Telephone No. 0821 – 2401 171.**

**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**  
**Paper Mill Compound, Note Mudran Nagar**  
**Mysore-570003**

**2. Tender No. BNPM/LTE/ Consultancy services/453/2019-20 Dated 05.08.2019.**

1. Bidders satisfying the technical and commercial conditions specified in the bid and ready to supply the mentioned products in conformity with the Scope of Supply and Technical specification provided in NIT and terms and conditions stipulated herein may submit their commercial quotes as specified in the format of the document.
2. Tenders are invited in two parts (Techno-commercial & Financial) from eligible and qualified tenderers.

Sl No.	Brief Description of Services	EMD	Type of consultancy contract	Contract period for consultancy
1.	Providing Consultancy services as per the scope of work & terms and conditions mentioned in this tender for civil construction projects at BNPM premises, Mysuru.	Rs.37,000/- (Rupees Thirty Seven Thousand only)	<b>Percentage contract basis cost on the estimated value or work order (tender finalised rates awarded to contractor) value whichever is less.</b>	12 months (One year)
<p>**The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&amp;D or with National Small Industries Corporation, New Delhi /MSME are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&amp;D or NSIC or MSME as the case may be).</p>				

Tender Number	BNPM/LTE/ Consultancy services/453 /2019-20 Dated 05.08.2019.
Type of Tender (Two Bid/PQB/EOI Etc.)	Two Part Bid with 2 envelopes
Details of Sales of tender Documents	
Price of the tender Documents	Rs 1, 000/- (to be submitted with techno-commercial Bid)
Site Visit of Intending Bidders (Period)	05/08/2019 to 19/08/2019
Technical Queries after Site Visit	on or Before 19/08/2019
Pre-bid meeting	20/08/2019 @ 1100 Hrs
Closing date and time for receipt of Tenders	26-08-2019 @ 1500 Hrs
Place of receipt & opening of tenders	Admin Building, BNPM, Note Mudran Nagar, Mysore-570 003.
Time and date of opening of Techno-commercial bid	26-08-2019 @1530 Hrs
Nominated Person / Designation to receive the Bulky Tender.	Shri Alok Kumar, Dy. General Manager.

3. Interested bidders may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
4. Tender documents may be purchased on payment of non-refundable fee of Rs. 1000/- per set in the form of account payee demand draft drawn on a scheduled commercial bank in India, in favour of **Bank Note Paper Mill India Private Limited** payable at **Mysore**.
5. The tenderers should submit the entire tender document including Technical bid and Price Bid with all the pages duly sealed and signed.

6. If any clarification is required should be obtained before filling Tender Document.
7. If any discrepancy is there between figures and words for quoted percentage, the lower of the two will be considered for the purpose of evaluation.
8. The tenderers who do not fulfil all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
- 9. The BNPM is not bound to accept the lowest tender.**
10. Even though the tenderers meet the above criteria, they are subject to be disqualified if they have; (The BNPM reserves the right to verify the particulars furnished by the tenderers.)
  - a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement, Conditional bid / proposal: and / or
  - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - c) Any effort by the CONSULTANTS to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the CONSULTANTS bid.
11. Incomplete Technical Bids are liable for rejection. Commercial/price bids will be considered for opening only for the Qualified Technical Bidders, which are recommended by the Technical evaluation committees being constituted for the purpose.
12. Late & / delayed offer will not be considered at all.
13. BNPM is not responsible for any delay / loss of documents in transit.
14. No bids will be considered if prescribed Tender Fees (i.e. Rs. 1000/- and EMD amount- two separate DD's) is not found with Technical bids (Part I).
15. The **Pre-Bid meeting will be held at the above address on 20.08.2019 @ 1100 Hrs.** Intending Bidders can participate in the pre-Bid meeting for any clarifications.
16. All overwriting and corrections shall be duly attested.

17. Corrigendum / modifications / corrections, if any, will be published in the website only.
18. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of Bids, the BNPM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. The amendment will be notified in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the BNPM may, at its discretion, extend the deadline for the submission of bids.
19. **Language of Bid:** - The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the BNPM, shall be written in English language & Bid shall be submitted in English only.
20. Bank Note Paper Mill India Private Limited reserves the right to accept or reject the tenders in full or part without assigning any reason thereof.
21. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
22. Tenderer shall submit the bids without any counter conditions. If found so, the bids shall be summarily rejected/disqualified.
23. The tender shall contain two sealed envelopes each of whose contents shall be as follows:
  - a) ***The envelope should be super-scribed "ENVELOPE-1 Techno-commercial Bid" along with the name of work.*** Sealed envelope consisting of
    - i) Bid forwarding letter.
    - ii) Tender fee in the form of DD.
    - iii) Earnest Money Deposit (EMD amount of Rs. 37,000/- in favour of "Bank Note Paper Mill India Private Limited" payable at Mysore) amount in the form of DD.
    - iv) Power of Attorney in favour of the person who has signed the bid on stamp paper (Rs.100/- non judicial stamp paper)
    - v) Documents to establish conformity with Bidder's Qualification / Eligibility criteria.
    - vi) The tenderer has to submit acceptance of all sections of this tender

document.

- vii) Blank copy (Without price) of Schedule of price duly signed & stamped on each page.
- viii) The Technical bid will be opened on August 02, 2019 at 1530 hrs on the same day in the presence of attending tenderers or their authorized representatives.
- ix) Entire tender document and the documents submitted in Envelope-1 with all the pages duly sealed and signed.
- x) PAN details and GST registration certificate.
- xi) Declaration on the firm/company/proprietor about not being blacklisted/ debarred by BNPM/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) / Security Printing & Minting Corporation of India Limited (SPMCIL) or any Govt. Departments for participation in tender
- xii) Declaration on the firm/company/proprietor about not being relative to the directors of the company.
- xiii) Detail of Civil and criminal cases and other legal dispute proceedings/arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last 5 years is to be informed and the related documents shall be submitted.
- xiv) Details of the contact person/ (s) with mobile number, email address, fax numbers etc.

**b) The envelope 2 shall be super scribed as- “ Financial Bid/Price bid” along with the name of work shall contain:**

- i) Schedule of Prices (price bid only as in Annexure-2) duly filled in as per proforma of tender document. Insertion, post script, addition and alteration shall not be recognised unless confirmed by the bidders.

The two sealed envelopes shall be put in a separate third sealed envelope super-scribed as Tender No. BNPM/LTE/ Consultancy services/453/2019-20 Dated 05.08.2019 for Consultancy Services for Civil Construction Projects at BNPM Premises, Mysuru.



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.

**Address: Admin Building, Paper Mill compound, Entry Gate-01,  
Bank Note Paper Mill India Private Limited,  
Note Mudran Nagar, Mysore 570 003,  
Karnataka, India**

24. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/received/ opened on the next working day at the appointed time.
25. The Tender Document can be viewed and downloaded from our website [www.bnpmindia.com](http://www.bnpmindia.com). Interested tenderers may at their option down load the same from our website and submit their offers along with Tender fee in the form of Demand Draft of Rs. 1, 000/- (Non-refundable). The bids shall have to be submitted duly filled and signed at the above mentioned address. The tender documents are not transferable.
26. The tenderers who do not fulfil all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
27. Tenders shall remain valid for a period of 4 (Four) months from the date of opening the Part-I Technical Bid, which may be extended by mutual agreement and the BIDDER shall not cancel or withdraw the tender during this period.
28. **Forfeiture of EMD.**
  - a) If any bidder withdraws his tender within the validity period or makes any modifications in the terms & conditions of the tender which are not acceptable to owner, the owner shall without prejudice to any other right or remedy, be at liberty to forfeit of the EMD of the bidder.
  - b) In case the consultant fails to commence the work specified in the tender document by the date mentioned in Letter of Award or any documents submitted by the bidder found false, BNPM shall without prejudice to any other right or remedy be at liberty to forfeit whole of the EMD.
  - c) If any document/information furnished by the bidder is found to be false, his bid will be summarily rejected and EMD will be forfeited in full.

- d) If any bidder submit the bids in a manner which jeopardizes the process of bidding or delay the finalization of the bids his EMD will be forfeited.
- e) EMD's shall be returned to the unsuccessful bidder once the tender is finalized and for the successful bidder the same shall be released on submission of BG towards Security deposit on award of work.
- f) **Security Deposit (SD):** SD shall be submitted in the form of BG for the 10% of contract value which shall be released after completion of contract period. BG shall be submitted within 21 days after the issue of LOI/WO. Format of BG shall be provided once the contract is finalized. A declaration letter shall be provided for providing BG in case the bidder is found to be L1 along with this bid.

Yours Faithfully,

(Alok Kumar)  
Dy. General Manager

### 3. The General Terms and Conditions of Contract

**DEFINITION** For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- CONSULTANTS shall mean M/s ----- having its registered office at----- who shall be the Providing Consultancy services as per the mentioned scope of work. PARTIES shall mean OWNER and CONSULTANTS each one individually referred to as PARTY.
- "ARCHITECT/DESIGNERS" shall mean the firm of architects/Structural Design Engineers engaged for the PROJECT by the CONSULTANTS, within the expression shall unless repugnant of the context or meaning thereof includes Director/Directors of the firm, the survivors or heirs, executors and administrator.
- "AUTHORISED REPRESENTATIVE" shall mean the representatives of "OWNER" and/or CONSULTANTS as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- "CONTRACT" shall mean this CONTRACT including all Annexure hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.
- "CONTRACTOR" shall mean the agency(ies) appointed by BNPM for executing various civil & services works.
- "DATE OF ACCEPTANCE" shall mean the date on which OWNER confirms written acceptance of CONSULTANTS's SERVICES after having completed them in all respects.
- "OWNER" shall mean BNPM, its successors and permitted assigns
- "PARTIES" shall mean OWNER and CONSULTANTS each one individually referred to as PARTY.
- "PROJECT" shall mean the buildings, other facilities & allied works for the use of BNPM & to be constructed at BNPM campus, Mysore. The projects are as follows with approximate area, cost and type of structure planned. These details have

been providing for better understanding and tender purpose. It is advised that the bidders to visit the plant premises before quoting.

- a) **Civil works for Disintegration and Briquetting machine:** Area 144 SQM, Concrete structure, Cost 60 Lakh.
  - b) **Storage yard behind Mini press building:** Area 700 SQM, Concrete structure, Cost 3 crore.
  - c) **Structural shed for Scrap yard (opposite to Minipress):** Area 80 SQM, steel structure, Cost 40 Lakh.
  - d) **Incinerator shed:** Area 25 SQM, steel structure, Cost 22 Lakh.
  - e) **Chimney foundation Area:** 10 SQM, steel & concrete structure, Cost 8 Lakh.
  - f) **Sludge drier shed:** Area 120 SQM, Steel structure, Cost 10 Lakh
  - g) **New RO plant at ETP:** Area 150 SQM, Concrete structure, Cost 20 Lakh
  - h) **Civil works for Vacuum pump for PMP:** - Area 25 SQM, Concrete/composite structure, Cost 10 Lakh.
  - i) BNPM at later stages may add new projects or even may omit. The projects costs may vary up to +/- 50% for which consultant shall provide services at the same quoted prices only. No extra payment shall be made on any account.
- "PROJECT COST" means the assessed cost of the project excluding the cost of land, CONSULTANTS fee and Payments made for statutory approvals.
  - "SERVICES" shall mean the responsibilities to be discharged by CONSULTANTS for fulfilling its obligations under this Tender/CONTRACT.
  - "Engineer-in-Charge" shall mean the CONSULTANTS or any other agency so designated by BNPM.

#### **4. Bid Evaluation Criteria / Eligibility Criteria:**

- I. After opening of Technical bid, the capability and suitability of the bidders shall be evaluated and Price bid of the qualified bidders shall only be opened in the presence of the attending bidders. The date of opening of Price bid will be informed to the qualified bidders. Following are the Qualifying Criteria:
- II. The Firm should have full-fledged establishment office in Bangalore /Mysore or other capital cities should be able to setup the office in Mysore with facilities like telephone, Computers, Printers, Fax, e-mail facilities & Software's like MS Office, MS Project, AutoCAD, STAAD Pro etc. as applicable required for completion of

project etc. for quick accessibility.

- III. The Firm should attend the meeting with clients as and when called for at their own cost.
- IV. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Sites of Works and its surroundings and obtain all information that may be necessary, in addition to those provided in this document. Nothing shall be entertained at later stages. Bidders are advised quote accordingly.
  - I. The bidder should have provided Comprehensive consultancy services (designing, architectural, etc.) as per the scope of work (mentioned in the tender to the client **during the last 5 years as on July 31, 2019** for the Industrial, residential, institutions buildings etc.
  - II. The firm should have executed the work in their firm's name and shall compulsorily have required technical personnel in its own establishment having sufficient experience. CONSULTANTS shall preferably have required staff in its own establishment, or else have arrangement with associates for doing these jobs in Civil, MEP, etc. as necessary for the project.
  - III. Bidder shall furnish necessary documentary evidences copy of work orders, copy of completion certificates and all other necessary documents to ascertain the stipulated qualification criteria. In the absence of such requisite documents, BNPM reserves the right to reject the bid without making any reference to the bidder.
  - IV. The Firm should have a minimum of 5 Years standing experience in CONSULTANCY SERVICES. Joint ventures are not acceptable.
  - V. The Firm should have rendered services as per the scope of work or pertaining to construction Management & Supervision for Civil, Electrical, HVAC, Interior & Mechanical Works for Government / Semi Government/Reputed corporate clients. (The intending Bidders shall furnish the relevant experience certificates duly signed by the competent Authority not less than the rank of Executive Engineer).
  - VI. Should have rendered CONSULTANTS Services for at least one project costing not less than **Rs. 3.8 Crores** including Civil, Electrical, HVAC, Mechanical &

Interior etc. during previous 5 Years for Government / Semi Government/Reputed corporate clients **as on July 31, 2019.**

or

- VII. Should have rendered CONSULTANTS Services for at least two project costing not less than **Rs. 2.4 Crores** including Civil, Electrical, HVAC, Mechanical & Interior etc. during previous 5 Years for Government / Semi Government/Reputed corporate clients **as on July 31, 2019.**

or

- VIII. Three similar works each cost not less than **Rs. 1.9 Crores** including Civil, Electrical, HVAC, Mechanical & Interior etc. during previous five Years for Government / Semi Government/Reputed corporate clients **as on July 31, 2019.**

***NOTE: Similar works means the firms who have rendered consultancy services and even PMC services (including supervision, inspection, handing over of civil projects including services) shall apply for this tender.***

- IX. Average Annual financial turnover during the last 3 years, ending 31st March of 2019, should be at least **Rs. 6 lakhs.**
- X. Bidder Firms should not have suffered any financial loss for more than one year during the last three years period ending 31.03.2019.
- XI. The net worth of the firm should not be in negative and should have not **eroded\*** by more than 30% in the last three years period ending 31.03.2019.(i.e. 2016-17,17-18 & 18-19) \* - **Erosion shall be considered only on account of reported loss in the statement of P&L account, which has led to reduction in capital.**
- XII. The tenderers should submit latest Audited Balance Sheet (final and provisional only for the financial year 2018-19) duly certified by the Chartered Accountant.
- XIII. BNPM reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**5. SCOPE OF CONSULTANTS SERVICES TO BE PERFORMED BY (CONSULTANTS)**

**A. Broad Scope of Work**

- a) The consultant scope includes preparation of building specification and drawings, design for RCC and steel structures, sub structure and super structure for all buildings, estimation of work/project including preparing and submit the drawings duly vetted by any government accredited agency (like government technical institution, CPWD, PWD etc.) who should have executed/consulted design and supervision of civil construction of government work/project/building etc.
- b) Construction of civil structures shall be in the scope of BNPM.
- c) The civil structure design shall include sub structure, super structure by concrete or steel structure or any other materials required for execution of civil construction work. Details of water proofing, epoxy painting, grouting, expansion and construction joint, etc. required are to be provided.
- d) Consultant shall provide structural, architectural, construction, elevation, plan, detailed working drawings, structural design report etc. as required by BNPM for approval.
- e) Structural design by finite element method using software for foundation, beams, column, foundation for equipment, tanks, pedestal, design of connections, RCC and steel structure, etc. and submit the design report for the same.
- f) The design of the structures shall be as per the prevailing relevant IS code and detailed drawings, estimation, material specifications and costing is to be provided.
- g) CPWD/KPWD shall be considered for technical specifications for civil work. If the items are not available specification to be prepared as per the requirements.
- h) Consultant has to visit the site to understand the site condition to complete scope of works as per the requirement of the machine supplier/client.
- i) GA (General Arrangement Drawing), pipeline drawings, E&I (Electrical & Instrumentation diagram) shall be prepared and submitted as per the requirement of the machine supplier/client.

- j) Utmost Care shall be taken by the Consultant to execute the work without hindering the existing operational facilities of the plant. Prior approval from BNPM shall be obtained before commencement of works.
- k) If required, necessary structural support / platform along with provision of access shall be provided by the Consultant for the installation and operation of the system.
- l) It shall be the responsibility of the consultant to ensure that the architectural designs are in conformation of all relevant local and national bye-laws and norms.
- m) The scope includes preparation of a detailed BOQ for the project and detailed specifications of all activities and items including make and model no. where applicable. Preparation of GFC drawings and 'As Built' drawings after completion of works shall be under scope of appointed consultant. The Consultant shall be responsible for arranging structural vetting of drawings from a government technical institute before commencement of the works.
- n) Consultant is also required to make its best endeavor to reduce the cost of construction by any change of specifications, value engineering or economical design. Such reduction in the cost of construction shall be without affecting / prejudicing or endangering in any way the safety or security of the building.
- o) During execution phase, the Consultant shall supply 4 (Four) sets of all "Good for Construction" Drawings (structural , shop, architectural, if modified etc.) of all the structures i.e., boundary wall, toilet block building and associated services like drainage, sewerage, water supply etc. to the employer as per schedule/requirement of BNPM. It is the responsibility of the Consultant to prepare the additional / revised drawings required for the proper execution of the work which may be visualized during construction work at no extra cost.
- p) The works/buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing



showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings. Preparation of Detailed bill of quantities on latest CPWD/ KPWD norms with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, and electro mechanical services, building specifications including specification for all trades and services.

- q) The bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the client to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the client to check them before preparation of draft tender documents.

## **6. Other Responsibilities of CONSULTANTS**

- a) The broad scope of services is classified in terms of activities to be carried out for proper completion of works. The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services.
- b) Revision of drawings, design as per the requirement of the authorities shall be made as per requirement and no extra charges shall be payable on this account. If any stage, it is discovered that the drawings submitted by consultant have the deficiencies, then consultant shall be liable to provide modified drawings/alternate drawings without any extra cost to owner/employer.
- c) It is the responsibility of the Consultant to prepare the additional / revised drawings required for the proper execution of the work which may be visualized during construction work at no extra cost.
- d) Consultant shall provide all drawings & designs on Auto Cad, STADD – Pro /or any relevant computer program in editable format Copy of final design/drawings shall be made available to BNPM in editable softcopy on compact disc also.
- e) Consultant shall provide detailed computations and back - up of design sheets to BNPM.

- f) Consultant shall carry all modifications as desired by BNPM.

## **7. Obligation of BNPM**

- a) The BNPM shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative at BNPM Plant office shall interact with CONSULTANTS on all matters.
- b) BNPM shall provide all the data, details etc. required for the Consultants for designing and drawing aspects.
- c) BNPM shall provide all required inputs about the utilities and functional requirements of the works to be constructed to optimize the plan.
- d) Traveling / daily allowances shall not be payable to the CONSULTANTS , its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in MYSORE.
- e) The scope of work broadly described herein and assigned to CONSULTANTS, as their area of responsibility is inclusive of all consultancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such consultancy services will not entitle the CONSULTANTS to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

## **8. GENERAL**

- a) The bidder may modify or withdraw his Bid by giving notice in writing before the deadline prescribed. No Bid may be modified after the deadline for submission of Bids.
- b) To assist in the examination, evaluation and comparison of Bids, BNPM may, at his discretion, ask any bidder for clarification of bidder's Bid. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to

confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

- c) BNPM does not bind itself to accept the lowest tender and reserves the right to accept or reject any Bid and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders.
- d) The bids shall be accepted by the competent authority of BNPM who reserves the right to reject the bids without assigning any reasons. BNPM reserves the right to reject or to accept the offer in part or whole without assigning any reason.
- e) The bidder whose Bid has been accepted will be notified of the award of work by the Employer, prior to expiry of the Bid Validity period by facsimile, confirmed by registered letter.
- f) The notification of award will constitute the formation of the Contract. On acceptance of the tender, the successful tenderer shall inform the BNPM, the name of the person/representative responsible for taking the instructions from the BNPM authorized representative.
- g) The successful bidder will submit the Performance Bank Guarantee & sign the Contract Agreement (shall be executed on a non-judicial stamp papers of Rs. 100/- (Rupees one hundred only), the cost of the same shall be borne by the Consultant) and complete all the related formalities, as required under the contract.
- h) BNPM reserve the right for foreclosure of contract without assigning any reason whatsoever. The payments in the event of foreclosure of contract shall be restricted to the amount defined for each activity independently and in the event of such termination the Consultant shall be entitled to all such fee for the services actually completed and liable to refund the excess payment if any made to them over and above what is due in terms of this agreement on the date of termination. BNPM may make full use of all or any of the drawings prepared by the Consultant. In case of an activity is partly completed at the time of foreclosure of contract, owner shall assess and decide the part fee payable to

Consultant and his decision shall be final and binding and no claims shall be entertained.

- i) **Incidental Services:** The broad scope of services is classified in terms of activities to be carried out for proper completion of works. The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services. Revision of drawings, design as per the requirement of the authorities shall be made as per requirement and no extra charges shall be payable on this account. If any stage, it is discovered that the drawings submitted by consultant have the deficiencies, then consultant shall be liable to provide modified drawings/alternate drawings without any extra cost to owner/employer.
  
- j) **Time schedule:** BNPM concerned officer under whom the works to be carried out shall provide timelines for completing the works project wise after the award of contract.

## **9. CHANGES AND ADDITIONS IN CONSULTANTS SCOPE OF SERVICES**

BNPM shall have the right to request CONSULTANTS in writing to make any changes, modifications, deletions and/or additions to CONSULTANTS scope of SERVICES. CONSULTANTS shall consider such written requests and will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER. Unless CONSULTANTS receives written authority from OWNER with agreement on variation in prices and time schedule, CONSULTANTS will not be obliged to proceed with any such variation in the scope of SERVICES.

## **10. DRAWINGS AND DOCUMENTS**

BNPM shall use all drawings, designs, specifications and documents etc. by CONSULTANTS for the purposes of construction, operation and maintenance of the building.

## **11. GUARANTEES AND LIABILITIES**

CONSULTANTS guarantees that the SERVICES as specified/described under the scope of CONSULTANTS in this CONTRACT, and technical documents to be developed by CONSULTANTS shall be in accordance with sound and established engineering

practices, using International Standards and Indian Codes and Government Regulations, wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

- i) **LIMITATION OF LIABILITY:** Except where otherwise specified in CONSULTANTS scope of work CONSULTANTS's liability under this CONTRACT for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever shall be limited to getting the things rectified without additional fee to the owner.
- ii) Nothing in the CONTRACT shall be construed to have imposed any liabilities on CONSULTANTS, for defects or otherwise, if CONSULTANTS has to depend on data, process, technical information and/or material or equipment to be supplied by OWNER and/or by others on behalf of OWNER and if any part or parts thereof are found to be misleading, inaccurate incomplete, unsatisfactory or deficient for any reason or circumstance beyond CONSULTANTS's control. However, this will not apply in the case of drawings, designs, DPRs, estimates etc. provided/to be provided to CONSULTANTS, as CONSULTANTS is required to recheck all these at its own cost as part of their assigned work in terms of contract.

## **12. Other terms and Conditions**

- a. CONSULTANTS is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, BNPM finds any Engineer/s not up to the mark, CONSULTANTS will have to withdraw him / them from site and replace him / them by posting new one/s in his / their position. BNPM reserves the right to remove such personnel and ask for a substitute of required caliber. In case an Engineer/s resigns from their employment, CONSULTANTS shall immediately provide a substitute of equivalent caliber. CONSULTANTS shall not make any changes in the personnel deployed by them on work site without prior permission.
- b. The BNPM undertakes no responsibility in respect of any life, health, accident, travel and any other insurance for the personnel deployed by CONSULTANTS.

- c. The CONSULTANTS shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others. To this effect, the CONSULTANTS shall indemnify BNPM.
- d. The CONSULTANTS shall not have any objection to Client maintaining any Engineering staff at its own cost at the site of work to carry out work and duties allotted to them by BNPM, in respect of all the work at site or other areas outside the scope of CONSULTANTS works for overall surveillance, security and verification.
- e. CONSULTANTS shall deploy manpower for meetings/clarifications.
- f. **Professional Misconduct**
  - a) CONSULTANTS warrant that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that such services shall be of a high quality and standard satisfactory to BNPM. The CONSULTANTS shall indemnify BNPM from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by CONSULTANTS. For this purpose, CONSULTANTS shall subscribe to a professional liability insurance policy with a nationalized insurance BNPM for an amount equivalent to 20% of the total fee payable by BNPM to the CONSULTANTS. CONSULTANTS shall provide adequate evidence to BNPM, if asked for, showing that such insurance has been taken and being maintained and that all the premium thereon have been paid.
  - b) If at any time, it is noticed that deliberate attempt has been made by the CONSULTANTS to cause over payments to the contractors by over-measurement or over estimation of rates or sub-standard work is accepted and recommended for payment, the amount shall be recovered from the payment due to the CONSULTANTS not only from this contract but also from any other contract awarded by this BNPM. The matter will be viewed as a professional misconduct and strict action as per the laws of country will be taken and recoveries shall be made from CONSULTANTS.

**g. Sub-letting of professional services**

No sub-letting of services shall be permitted by the BNPM. Under no circumstances the CONSULTANTS shall sublet the services.

**h. Third Party Liability:**

The BNPM shall not be liable for any injury / death, caused to any official, employee, representative or agent of the CONSULTANTS or their consultants working at the site or damage to their properties for any reason whatsoever and BNPM shall not entertain any claim from any person on that behalf. It would be the responsibility of the CONSULTANTS to get their officials, employees, representatives, agents or their consultants insured against the possible risks involved in the discharge of their duties at the work site.

**i. Confidentiality / Secrecy:**

Except with the prior written consent by the BNPM, the CONSULTANTS and their representatives shall not any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The CONSULTANTS shall not publicize any information pertaining to BNPM which is discussed with them during course of execution of work in the interest of project completion.

CONSULTANTS shall not disclose to any third party, any Technical Information, data, design, drawings, plans, specifications, etc. received from BNPM unless either getting written approval from BNPM.

**j. Extension of Time**

If the CONSULTANTS desires an extension of time for the completion of the work on the grounds of CONSULTANTS having been unavoidably hindered in its execution or any other ground, CONSULTANTS shall apply in writing to an officer designated by the BNPM within 30 days of the date of the hindrance on account of which CONSULTANTS desires such extensions as aforesaid and an officer designated by the BNPM shall, if in his opinion reasonable (Which shall be final ) there after authorize such extension of time, if any, as may in his opinion be necessary or proper.

**k. Exclusions:**

All exclusions if any not included in the scope of work should be spelt out in the offer which will be subjected to review by the BNPM.

**l. CESSATION OF CONSULTANTS'S RESPONSIBILITIES.**

- a) Upon CONSULTANTS Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied upon expiry of twelve months from the DATE OF ACCEPTANCE, and settlement of arbitrations/disputes(if any) whichever occurs later, all responsibilities of CONSULTANTS under this CONTRACT shall be deemed to have been discharged.

**13. GOVERNMENT LEVIES**

CONSULTANTS remuneration shall be inclusive of statutory levies of all taxes as applicable on CONSULTANTS from time-to-time. The consultant shall be reimbursed these prevalent taxes and any other future tax including revision in the Service Tax imposed by central/state Govt. on actual, subject to submission of proof of payment of such taxes.

**14. INSURANCE**

Insurance by CONSULTANTS at its own cost: Workman's compensation insurance, covering all employees of CONSULTANTS for statutory benefits as set out and required by local law in the area of operation or area in which CONSULTANTS may become legally obliged to pay benefits for bodily injury or death. Similar clause will be put by the CONSULTANTS with their Contractors/vendors.

**15. INDEMNITY**

- a) CONSULTANTS shall hold harmless and indemnify the OWNER, against any claims or liability because of personal injury including death of any employee of CONSULTANTS or of contractor employed by CONSULTANTS and arising out of or in consequence of the performance of this CONTRACT.
- b) OWNER shall not be responsible for any loss or damage to property of any kind belonging to CONSULTANTS or its employees, servants or agents or of contractor engaged by CONSULTANTS or contractor's employees.



## **16. FORCE MAJEURE**

- a) Any delay in or failure of performance by a PARTY shall not constitute default here under or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra-ordinary severe weather, civil commotion and criminal acts of third parties.
- b) Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- c) If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in Article above hereof, OWNER and CONSULTANTS shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.
- d) The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.
- e) No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be, subject to Limitations Act.

## **17. TERMINATION**

- a) The OWNER may terminate the CONSULTANTS contract due to any non-performance by CONSULTANTS.
- b) If the CONSULTANTS fails to perform any of its obligations under this agreement or if BNPM is dissatisfied with the services of the CONSULTANTS, BNPM may issue seven days written notice intimating the CONSULTANTS of

their failures or deficiencies and calling upon CONSULTANTS to rectify within such time as may be specified in the notice and if the CONSULTANTS fails to perform such obligation or make good such deficiencies as pointed out to the CONSULTANTS in the notice, BNPM may terminate the services of CONSULTANTS under this agreement.

- c) In the event of termination pursuant to Article above hereof, CONSULTANTS shall carryout any reasonable instructions of OWNER in connection with such termination. The decision of the OWNER shall be final and binding on the CONSULTANTS.
- d) BNPM may also terminate the CONSULTANTS 's services hereunder:
  - a. If the firm is adjudged a bankrupt or
  - b. If the firm make a general assignment for the benefit of their creditors or
  - c. If a receiver is appointed on account of their insolvency or
  - d. They disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.
- e) If CONSULTANTS commits breach of any of the terms and condition of this contract.
- f) Termination of this CONTRACT shall not relieve either PARTY of their obligations imposed by this CONTRACT with respect to the SERVICES performed by either PARTY prior to such termination.
- g) In the event of termination pursuant to Article above here of, OWNER shall pay to CONSULTANTS for all the SERVICES performed by CONSULTANTS up to the stage of work executed immediately before termination.
- h) In case due to any circumstances, the OWNER decides to curtail the scope of work or totally abandon the work, the payment to the CONSULTANTS would be made up to the stage of work executed by them immediately before taking such a decision.
- i) The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may

arise on account of such termination and BNPM may get the project completed by whatever method they may deem expedient. In such case, the CONSULTANTS shall not be entitled to receive any further payment, if due, until the loss damage or expense incurred by BNPM due to breach of this agreement by CONSULTANTS have been settled by them.

- j) In case the CONSULTANTS abandons the work during the course of the project, the BNPM has the right to appoint an alternate CONSULTANTS or make an arrangement for carrying out the work of CONSULTANTS, at the risk and cost of the CONSULTANTS.

## **18. PATENTS**

- a) CONSULTANTS shall, subject to the limitations contained in this Article, indemnify and hold OWNER harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against OWNER by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design and furnished to OWNER by CONSULTANTS.
- b) Similarly OWNER shall indemnify and hold CONSULTANTS harmless from all costs, damages and expenses arising out of any claim, action or suit brought against CONSULTANTS by third parties in respect of any infringement of any patent or registered design or any 24 similar rights resulting from the use of any information furnished to CONSULTANTS by OWNER or by others on behalf of OWNER.

## **19. LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE BY CONSULTANTS**

If the CONSULTANTS is not able to get the works executed in the stipulated timeframe from all the Vendors/agencies, which results in overall delay in completion of the project then it will amount to non-performance by CONSULTANTS. In the event of BNPM is of opinion that CONSULTANTS is not performing in accordance with the condition laid down in the agreement, then BNPM shall impose liquidated damages on the CONSULTANTS to “*a sum*

*equivalent to the 0.5% (Half) percent 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% of the delayed goods' or services' contract price(s).". The decision of the BNPM will be final & binding on this account.*

## **20. PAYMENT TERMS**

The payment terms are as follows;

<b>Sl. No</b>	<b>Stages</b>	<b>Payment Percentage</b>
1	Stage A	40% - Cumulative – 40%
2	Stage B	50% - Cumulative – 90%
3	Stage C	10% - Cumulative – 100%

### **Stage A:**

- i. Site visits to collect details/data/information required for planning purpose, holding necessary discussion with the BNPM and obtaining requirements of project and attending meetings at site of work as and when required by BNPM.
- ii. Preparation and submission of detailed “Master Plan” of entire complex and obtaining necessary approvals from BNPM and statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from Statutory Bodies wherever required. Statutory Fee if any shall be paid by BNPM
- iii. Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every building/ structure.
- iv. Preparation and submission of detailed Architectural drawings, designs and specifications for building/ Structures suitable for construction and releasing to site including getting necessary approval from BNPM wherever required.
- v. Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule for drawings. For various buildings/ structures in complete, suitable for

construction and release to site including getting approvals from BNPM wherever required.

**Stage B:**

- vi. Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates for all works along with necessary drawings for executing of work.
- vii. Consultant shall Carrying out all modifications/ deletions /additions / alteration in design / drawings/ documents as required by BNPM during the contract period.

**Stage C:**

- viii. Balance payment shall be made after completion of defect liability period the consultant. Consultant is liable for correction/modification/changes if any in documents during this period.

The other terms are as follows;

- a) The fees for services of shall be payable based on percentage basis over the estimated value or work order (tender finalised rates awarded to contractor) value whichever is less.
- b) The rates quoted by the Consultant are firm and no escalation is payable on any account during the agreed or extended contract duration.
- c) BNPM shall pay CONSULTANTS the fee as may be determined in the evaluation under two cover procedure as the professional services rendered by them for the entire project as per scope of work defined in the document, as CONSULTANTS charges. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/exclusions should be appended.
- d) The fee of CONSULTANTS is inclusive of fee payable by CONSULTANTS to any of its consultant/Associate(s) and nothing extra shall be payable by the BNPM for this purpose. The above mentioned fees shall however be inclusive of statutory levies imposed by the Government of India such as service tax, WCT, VAT, octroi, Excise duty etc.
- e) The CONSULTANTS will give a Performance security in the form of a Bank Guarantee from any Commercial bank equal to 10% of their fees which will be

valid till 60 days beyond the date of completion of contractual obligations including warranty obligations/ defect liability period (DLP). DLP Shall be for 12 months from the expiry of contract period.

- f) **Additions and alterations:** The Owner shall have the right to request in writing to the CONSULTANTS to inform the Architect for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the CONSULTANTS shall comply with such requests without any extra cost. CONSULTANTS in such cases to do this additional work & scrutinize the designs/ drawings/ additional work thereof at no extra cost.
- g) CONSULTANTS shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the OWNER.

## **21. RESOLUTION OF DISPUTES**

- I. If dispute or difference of any kind shall arise between BNPM and the CONSULTANTS 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 BNPM or the CONSULTANTS may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.
- II. **Arbitration Clause:** - Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The Arbitral Tribunal shall consist of three Arbitrators. The venue of the Arbitration shall be Mysore and it shall be conducted in English language.

Signature of the authorized  
Person with seal of the firm  
Date:

**Bank Note Paper Mill India Private Limited, Note Mudran Nagar,  
Mysore 570003.**

**22. ANNEXURE 1 - TECHNICAL BID**

**Name of Work:** Consultancy Services for civil Construction projects at the Premises of Bank Note Paper Mill India Private Limited Campus, Mysore.

Tender Notice No **BNPM/LTE/ Consultancy services/453/2019-20 Dated 05.08.2019.**

Name of the Firm:

Address:

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

Phone No:

**Last Date for Submission: 26- 08- 2019 up to 1500 Hrs.**

In response to your advertisement No. --- Dated --- we are furnishing following details for "Technical Bid".

Please list out all the documents below which are required for participating in the tender.

**NOTE:**

**Certification:**

1. Wherever space to fill up details is insufficient, separate sheet may be enclosed.
2. All the above information furnished by us are true and correct to the best of my knowledge
3. All required documents including EMD have been enclosed to bid form.

**Bank Note Paper Mill India Private Limited, Note Mudran  
Nagar, Mysore 570003.**

**23. ANNEXURE 2 - PRICE BID**

**Name of Work:** Consultancy Services for civil Construction projects at the Premises of Bank Note Paper Mill India Private Limited Campus, Mysore.

Tender Notice No: **BNPM/LTE/ Consultancy services/453/2019-20 Dated 05.08.2019.**

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

**Last Date for Submission: 26- 08- 2019 up to 1500 Hrs.**

In response to your advertisement No. \_\_\_\_\_ Dated \_\_\_\_\_.  
We are furnishing following details for "Price Bid".

**I/we hereby agree to render consultancy services as defined in the tender documents and also agree to abide by all the terms and conditions put forth in the said tender documents enclosed and my/our fee for the above all services will be a \_\_\_\_\_ % (in words: \_\_\_\_\_) percent on (Estimated Value or work order (tender finalised rates issued to contractor)) value/s including all taxes, statutory levies etc. complete. The above fee shall remain firm till the completion of the contract.**

**Note:**

1. Percentage is to be written both in figures and words. if variation occurs in figures and words the value written in words would be considered.





	<b>BANK NOTE PAPER MILL INDIA PRIVATE</b>	
<b>LOA</b>	<b>24.LETTER OF AUTHORITY FOR ATTENDING A BID OPENING</b>	

To,  
The General Manager/MD,  
Bank Note Paper Mill,  
Mysore 570003

**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 (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
1.		
2.		
Alternate Representative		
Signature of Bidder or Officer authorised to sign the bid on behalf of 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.