

1. INTRODUCTION:

Bank Note Paper Mill India Private Limited (BNPM) a joint venture of Security Printing and Minting Company of India Ltd (SPMCIL) 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 Hiring of Architect services for Interior and allied works as per detailed scope of work mentioned in this tender for Renovation of BNPM Staff Canteen, Minipress Building 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 Hiring of Architect services for Interior and allied works for Renovation of BNPM Staff Canteen, Minipress Building at BNPM premises, Mysuru.

Tender No. BNPM/LTE/ Hiring of Architects/653/2019-20 Dated 25.09.2019.

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/ Hiring of Architects/653/2019-20 Dated 25.09.2019.

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
1.	Hiring of Architect services for Interior and allied works as per detailed scope of work mentioned in this tender for Renovation of BNPM Staff Canteen, Minipress Building at BNPM premises, Mysuru.	Rs.7,500/- (Rupees Fourteen Thousand only)	Lump sum	8 months

**The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi /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&D or NSIC or MSME as the case may be).

Tender Number	BNPM/LTE/ Hiring of Architects/653/2019-20 Dated 25.09.2019.
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)	25/09/2019 to 04/10/2019
Technical Queries after Site Visit	on or Before 04/10/2019
Pre-bid meeting	04/10/2019 @ 1100 Hrs
Closing date and time for receipt of Tenders	16-10-2019@ 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	16-10-2019@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 price, 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 ARCHITECTS to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the ARCHITECTS 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 04.10.2019 @ 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. 7,500/- 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 October 16, 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/ Hiring of Architects/653/2019-20 Dated 25.09.2019 for Hiring of Architect services for Interior and allied works as per detailed scope of work mentioned in this tender for Renovation of BNPM Staff Canteen, Minipress Building 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. 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 ARCHITECTS 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:

- ARCHITECTS shall mean M/s ----- having its registered office at--- ----- who shall be the Providing Architect services as per the mentioned scope of work. PARTIES shall mean OWNER and ARCHITECTS each one individually referred to as PARTY.
- "ARCHITECTS" shall mean the firm of architects engaged for the PROJECT by the ARCHITECTS, 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 ARCHITECTS 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 Interior and allied works.
- "DATE OF ACCEPTANCE" shall mean the date on which OWNER confirms written acceptance of ARCHITECTS's SERVICES after having completed them in all respects.
- "OWNER" shall mean BNPM, its successors and permitted assigns
- "PARTIES" shall mean OWNER and ARCHITECTS each one individually referred to as PARTY.
- "PROJECT" shall mean the Interior & allied works related to the BNPM staff canteen, Minipress building at BNPM premises, Mysore. It is advised that the bidders to visit the work place at BNPM plant premises before quoting in order to have the first-hand information.

- “PROJECT COST” means the assessed cost of the project excluding the cost of land, ARCHITECTS fee and Payments made for statutory approvals if any.
- "SERVICES" shall mean the responsibilities to be discharged by ARCHITECTS for fulfilling its obligations under this Tender/CONTRACT.
- “Engineer-in-Charge” shall mean the ARCHITECTS 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 & latest Software’s 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. No additional cost shall be payable for any visits before or after the contract is awarded whatsoever.
- 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 Architect services (interior designing, architectural, etc.) as per the scope of work mentioned in this tender to the client **during the last 5 years as on August 31, 2019** for the Industrial, residential, institutions buildings, office buildings, canteens, Hotels 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. ARCHITECTS shall preferably have required staff in its own establishment, or else have arrangement with associates for doing these jobs in Interior and allied works 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 ARCHITECT SERVICES. Joint ventures are not acceptable.
 - V. The Firm should have rendered services as per the scope of work mentioned in this tender or pertaining to Interior and allied 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 ARCHITECTS Services for at least one project costing not less than **Rs. 64 Lakhs** including Interior and allied works as per the scope of work mentioned in this tender during previous 5 Years for Government / Semi Government/Reputed corporate clients **as on August 31, 2019.**
or
 - VII. Should have rendered ARCHITECTS Services for at least two project costing not less than **Rs. 40 Lakhs** including Interior and allied works as per the scope of work mentioned in this tender during previous 5 Years for Government / Semi Government/Reputed corporate clients **as on August 31, 2019.**
or
 - VIII. Three similar works each cost not less than **Rs. 32 Lakhs** including Interior and allied works as per the scope of work mentioned in this tender during previous five Years for Government / Semi Government/Reputed corporate clients **as on August 31, 2019.**
- NOTE: Similar works means the firms who have rendered Architect services and even PMC services (including supervision, inspection, handing over of Interior works projects including allied 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. 2.4 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 ARCHITECTS SERVICES TO BE PERFORMED BY (ARCHITECTS)

- A. **Broad Scope of Work:** Providing Architect services for the Interior and allied works for the work of Renovation of BNPM staff canteen, Minipress building at BNPM premises, Mysuru.

NOTE: Work execution shall be in scope of BNPM including contractor's billing certification, issue of completion certifications etc. If BNPM requires any clarification during the course of work, may be provided by Architects.

AREA OF CONSULTATION CONSIDERED but not limited to:

1. **ARCHITECTURAL & INTERIOR CONSULTATION.**
2. **ELECTRICAL CONSULTATION.**
3. **NETWORKING CONSULTATION.**
4. **F A S (FIRE AND SAFETY CONSULTATION).**
5. **P A (PUBLIC ADDRESSING) CONSULTATION.**
6. **CCTV SERVICES SYSTEM.**
7. **P H E (PUBLIC HEALTH ENGINEERING) CONSULTATION.**
8. **A C (AIR CONDITIONING) CONSULTATION.**
9. **KITCHEN EQUIPMENTS & LAYOUT CONSULTATION.**

B. SCOPE OF WORK:

Preliminary Evaluation Stage - 1:

- a) Take client's instructions regarding the requirements of the project as a whole.
- b) Prepare in agreement with the client a programme of accommodation and requirements.
- c) Study of proposed requirements from client.
- d) Study of existing pattern of water supply, drainage, circulation pattern and structure etc.

Concept Design Stage - 2:

- a) Preparation of concept scheme with zoning and relevant details.
- b) Prepare with the assistance of ARCHITECTSs like electrical, HVAC etc. a sketch scheme, report and estimate of cost, in sufficient detail to enable the Architect to proceed with the working drawings stage of the project.
- c) Preparation of conceptual 3D with proposed material palette for approval from client.
- d) Obtain client's approval of the sketch scheme, report and estimate of cost. Upon approval, the Architect's services in connection with the concept design Stage have been completed.

Detail Design Stage - 3:

- a) Direct and coordinate the architectural and engineering and works, prepare [with the help of consulting engineering and other ARCHITECTSs as necessary], complete working drawings, schedules, specifications and bill of quantities to describe the whole Project adequately for the purpose of placing the main contract by the approved method.

- b) Upon finishing the working drawings, sufficient for starting the construction work in hand, schedules, specifications, schedules of Quantities and form of contract. With this the Architect's services in connection with the Detail Design Stage have been completed.

Implementation Stage - 4:

- a) Visit the site of work and provide supervision as per site visit schedule below, to clarify any decision or interpretation of the drawing and Specifications and to ensure that the project proceeds in accordance with conditions of contract.
- b) Assistance in selection of contractor by floating tender document if required.
- c) Preparation of Interior design and detailing which shall include civil, MEP, Acoustics, AV, Air conditioning, fire detection and networking system etc.
- d) Assistance in selection of finishing materials, fittings and fixtures.

6. Other Responsibilities of ARCHITECTS

- a) Execution of work shall be in the scope of BNPM.
- b) Architect shall provide elevation, plan, sectional detailed working drawings, etc. as required by BNPM for approval.
- c) The detailed drawings, estimation, material specifications and costing is to be provided.
- d) Technical specifications for this project shall be derived from standard authenticated data to the satisfaction of site in charge of BNPM. If any of the the items are not available, specification to be prepared as per the requirements.
- e) ARCHITECTS has to visit the site to understand the site condition to complete scope of works as per the requirement of the client.

- f) GA (General Arrangement Drawing) and other services drawing shall be prepared and submitted as per the requirement of the client.
- g) It shall be the responsibility of the Architects to ensure that the architectural designs are in conformation of all relevant local and national bye-laws and norms.
- h) 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 Architects.
- i) Architect 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.
- j) During execution phase, the ARCHITECTS shall supply 4 (Four) sets of all "Good for Construction" Drawings etc. related to renovation works of BNPM Staff canteen to the employer as per schedule/requirement of BNPM. It is the responsibility of the Architects 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 and clarification shall be provided to the BNPM as and when required.
- k) 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.
- a) The 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 Architects have the deficiencies, then Architects shall be liable to provide modified drawings/alternate drawings without any extra cost to owner/employer.
- c) It is the responsibility of the Architects 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) Architects 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) Architects shall carry all modifications as desired by BNPM without any counter conditions during the course of work.

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 ARCHITECTS on all matters.
- b) BNPM shall provide all the data, details etc. required for the ARCHITECTS 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 ARCHITECTS , its representatives, officials and ARCHITECTS 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 ARCHITECTS, 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 Architect services will not entitle

the ARCHITECTS 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. 200/- (Rupees Two hundred only), the cost of the same shall be borne by the

ARCHITECTS) 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 ARCHITECTS 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 ARCHITECTS. 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 ARCHITECTS 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 ARCHITECTS have the deficiencies, then ARCHITECTS 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 after the award of contract. The contract period shall be valid for **8 months** till the work execution completion of Renovation of BNPM staff canteen works. Architect shall bind to this.

9. CHANGES AND ADDITIONS IN ARCHITECTS SCOPE OF SERVICES

BNPM shall have the right to request ARCHITECTS in writing to make any changes, modifications, deletions and/or additions to ARCHITECTS scope of SERVICES. ARCHITECTS 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 ARCHITECTS receives written authority from OWNER with agreement on variation in prices and time schedule, ARCHITECTS 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 ARCHITECTS for the proposed work.

11. GUARANTEES AND LIABILITIES

ARCHITECTS guarantees that the SERVICES as specified/described under the scope of ARCHITECTS in this CONTRACT, and technical documents to be developed by ARCHITECTS 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 ARCHITECTS scope of work ARCHITECTS'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 ARCHITECTS, for defects or otherwise, if ARCHITECTS 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 ARCHITECTS's control. However, this will not apply in the case of drawings, designs, DPRs, estimates etc. provided/to be provided to ARCHITECTS, as ARCHITECTS 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. ARCHITECTS is expected to ensure that men of proven ability and

adequately qualified are only employed at site and they work diligently.

- b. The BNPM undertakes no responsibility in respect of any life, health, accident, travel and any other insurance for the personnel deployed by ARCHITECTS.
- c. The ARCHITECTS 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 ARCHITECTS shall indemnify BNPM during their periodical visits.
- d. The ARCHITECTS 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 ARCHITECTS works for overall surveillance, security and verification.
- e. ARCHITECTS shall deploy manpower for meetings/clarifications.

f. Professional Misconduct

- a) ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS. For this purpose, ARCHITECTS 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 ARCHITECTS. ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS.

g. Sub-letting of professional services

No sub-letting of services shall be permitted by the BNPM. Under no circumstances the ARCHITECTS 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 ARCHITECTS or their ARCHITECTS 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 ARCHITECTS to get their officials, employees, representatives, agents or their ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS 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.

ARCHITECTS 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 ARCHITECTS desires an extension of time for the completion of the work on the grounds of ARCHITECTS having been unavoidably hindered in its execution or any other ground, ARCHITECTS shall apply in writing to an officer designated by the

BNPM within 30 days of the date of the hindrance on account of which ARCHITECTS 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 ARCHITECTS'S RESPONSIBILITIES.

- a) Upon ARCHITECTS 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 ARCHITECTS under this CONTRACT shall be deemed to have been discharged.

13. GOVERNMENT LEVIES

ARCHITECTS remuneration shall be inclusive of statutory levies of all taxes as applicable on ARCHITECTS from time-to-time. The ARCHITECTS 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 ARCHITECTS at its own cost: Workman's compensation insurance, covering all employees of ARCHITECTS for statutory benefits as set out and required by local law in the area of operation or area in which ARCHITECTS may become legally obliged to pay benefits for bodily injury or death. Similar clause will be put by the ARCHITECTS with their Contractors/vendors. If applicable.

15. INDEMNITY

- a) ARCHITECTS shall hold harmless and indemnify the OWNER, against any claims or liability because of personal injury including death of any employee of ARCHITECTS or of contractor employed by ARCHITECTS 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 ARCHITECTS or its employees, servants or agents or of contractor engaged by ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS contract due to any non-performance by ARCHITECTS.
- b) If the ARCHITECTS fails to perform any of its obligations under this agreement or if BNPM is dissatisfied with the services of the ARCHITECTS, BNPM may issue seven days written notice intimating the ARCHITECTS of their failures or deficiencies and calling upon ARCHITECTS to rectify within such time as may be specified in the notice and if the ARCHITECTS fails to perform such obligation or make good such deficiencies as pointed out to the ARCHITECTS in the notice, BNPM may terminate the services of ARCHITECTS under this agreement.
- c) In the event of termination pursuant to Article above hereof, ARCHITECTS shall carryout any reasonable instructions of OWNER in connection with such termination. The decision of the OWNER shall be final and binding on the ARCHITECTS.
- d) BNPM may also terminate the ARCHITECTS '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 ARCHITECTS 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 ARCHITECTS for all the SERVICES performed by ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS have been settled by them.
- j) In case the ARCHITECTS abandons the work during the course of the project, the BNPM has the right to appoint an alternate ARCHITECTS or make an arrangement for carrying out the work of ARCHITECTS, at the risk and cost of the ARCHITECTS.

18. PATENTS

- a) ARCHITECTS 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 ARCHITECTS.
- b) Similarly OWNER shall indemnify and hold ARCHITECTS harmless from all costs, damages and expenses arising out of any claim, action or suit brought against ARCHITECTS 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 ARCHITECTS by OWNER or by others on behalf of OWNER.

19. LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE BY ARCHITECTS

If the ARCHITECTS 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 ARCHITECTS. In the event of BNPM is of opinion that ARCHITECTS is not performing in accordance with the condition laid down in the agreement, then BNPM shall impose liquidated damages on the ARCHITECTS 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;

Sl. No	Stages	Payment Percentage
1	Stage A	20% - Cumulative – 20%
2	Stage B	30% - Cumulative – 50%
3	Stage C	50% - Cumulative – 100%

Stage A:

- i. On submitting conceptual design drawings.
- ii. On completion of scheme stage and approval to proceed with working drawings stage

Stage B:

- i. Preparation and submission of detailed bills of quantities with detailed specifications, 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 as required by BNPM.
- ii. Submitting detailed architectural working drawings, services and details sufficient for the tendering purpose by BNPM.

Stage C:

- i. After award of contract to the executing agency by BNPM, ARCHITECTS shall Carrying out all modifications/ deletions /additions / alteration in design / issue of working drawings/ documents as required by BNPM during the course of work execution.
- ii. Payment shall be made for balance 50 % as per the pro-rata basis either by monthly wise or on the work progress as decided by BNPM. The same shall be acceptable by ARCHITECTS.
- i. Upon completion of work, all the payment shall be cleared by BNPM.

The other terms are as follows;

- a) The contract is a LUMP SUM.
- b) The rates quoted by the ARCHITECTS are firm and no escalation is payable on any account during the agreed or extended contract duration.
- c) BNPM shall pay ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS is inclusive of fee payable by ARCHITECTS to any of its ARCHITECTS/Associate(s) and nothing extra shall be payable by the BNPM for this purpose. The above mentioned fees shall however be inclusive of all taxes, statutory levies imposed by the Government of India
- e) The ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS shall comply with such requests without any extra cost. ARCHITECTS in such cases to do this additional work & scrutinize the designs/ drawings/ additional work thereof at no extra cost.
- g) ARCHITECTS 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 ARCHITECTS 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 ARCHITECTS 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: Hiring of Architect services for Interior and allied works as per detailed scope of work mentioned in this tender for Renovation of BNPM Staff Canteen, Minipress Building at BNPM premises, Mysuru.

Tender Notice No: **BNPM/LTE/ Hiring of Architects/653/2019-20 Dated 25.09.2019.**

Name of the Firm:

Address:

Phone No:

Last Date for Submission: 16-10- 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: Hiring of Architect services for Interior and allied works as per detailed scope of work mentioned in this tender for Renovation of BNPM Staff Canteen, Minipress Building at BNPM premises, Mysuru.

Tender Notice No: **BNPM/LTE/ Hiring of Architects/ /2019-20 Dated
25.09.2019.**

Name of the Firm:

Address: _____

Phone No: _____

Last Date for Submission: 16-10- 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 Architect services as per the scope of work and
all other terms and conditions 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 LUMP SUM fee for the above work will be at Rs.**

_____ (In words: Rs.
_____)

**including GST, statutory levies etc. complete. The above fee shall remain firm
till the completion of the contract.**

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

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:

- 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.
- Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.