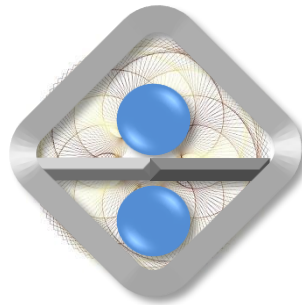


This notice is being published only as an abundant precaution and is not an open invitation to quote in tender, participation in this Tender is by Invitation only and is Limited to the selected BRBNMPL's registered bidders for item, who have been sent this tender by Post / Courier. Unsolicited offers are liable to be ignored.

LIMITED TENDER

**BHARATIYA RESERVE BANK
NOTE MUDRAN PRIVATE LIMITED
CORPORATE OFFICE, BENGALURU**



**Tender Document for
Procurement of Water Purifiers for Residential Units of BRBNMPL,
Bengaluru**

TENDER No: LT/WP/CO/008/2018-19 dated August 08, 2018

<i>Closing Date & Time for receipt of Tender</i>	14:30 Hrs on September 03, 2018
<i>Place of receipt of tender by Hand</i>	BRBNMPL, Bangalore
<i>Time & Date of Opening of Tender</i>	15:00 Hrs on September 03, 2018
<i>Place of Opening of Tenders</i>	BRBNMPL, Bangalore

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD
BANGALORE -560029**

Phone: 080-66602000, 66602034
Fax: 080 – 66602039, E-Mail: cobangalore@brbnmpl.co.in
Website: www.brbnmpl.co.in

Not Transferable

Security Classification: Non-Security

**Tender Document for Procurement of Water Purifiers for Residential Units of
BRBNMPL, Bengaluru**

Tender No: LT/WP/CO/008/2018-19 dated August 08, 2018

This document contains **34** pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name : S M Pawale
Designation : Deputy General Manager

Address:
Bharatiya Reserve Bank Note Mudran Private Limited,
Regd. & Corporate Office,
No. 3 & 4, 1st Stage, 1st Phase,
BTM Layout, Near Jal Bhavan,
Bannerghatta Road,
Bengaluru - 560029

Email: smpawale@brbnmpl.co.in

Phone: 080 – 66602000, 66602034, Fax: 080-66602039

CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)

Tender Clause / Section Reference	Tender Clause Description	Remarks
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	Enclosed
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specification	Enclosed
Section VIII	Quality Control Requirements /Compliance Statement by Tenderer	Enclosed
Section IX	Qualification/Eligibility Criteria	Enclosed
Section X	Tender form	Enclosed
Section XI	Price Schedule (Price Bid)	Enclosed
Section XII	Questionnaire /Checklist	Enclosed
Section XIII	Bank Guarantee Form for EMD	<i>Not Applicable to this tender.</i> Required DD is to be submitted as EMD as mentioned in section-I (Notice Inviting Tender-NIT)
Section XIV	Manufacturer's Authorization Form	Enclosed
Section XV	Bank Guarantee Form for Performance Security / SD	Enclosed
Section XVI	Contract Form	Enclosed
Section XVII	Letter of Authority for attending a Bid Opening	Enclosed
Section XVIII	Shipping arrangement for liner cargo-	<i>Not applicable to this tender</i>
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Financial Turnover for last 03 years certified by CA	Enclosed
Section XXI	Pre contract Integrity Pact	<i>Not applicable to this tender</i>

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD,
BENGALURU-560029**

Phone: 080-66602000, 66602034
Fax: 080 – 66602039, E-Mail: cobangalore@brbnmpl.co.in
Website: www.brbnmpl.co.in

Section I: Notice Inviting Tender (NIT)
SECTION- I: NOTICE INVITING TENDER (NIT)

Dated: August 08, 2018

M/s.

Tender No: LT/WP/CO/008/2018-19 dated August 08, 2018

Sub: Tender Document for Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited for **“Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru”**.

Sl. No.	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
01	Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru. As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI.	As per BOQ	₹ 23,000 /- (Rupees Twenty Three Thousand Only)	Estimate Value: ₹ 11,25,000/- (Rupees Eleven Lakhs Twenty Five Thousand Only)

SALIENT FEATURES OF TENDER FORM

Sl.No.	Description	Details
1.i	Tender No.	Tender No: LT/WP/CO/008/2018-19
ii	Tender Date	August 08, 2018
iii	Name of the Work	Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru
iv	Estimated Value	₹ 11,25,000/- (Rupees Eleven Lakhs Twenty Five Thousand Only)
v	Earnest Money deposit	₹ 23,000 /- (Rupees Twenty-Three Thousand Only) in the form of DD favouring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Bengaluru, payable at Bengaluru. In case E.M.D is not submitted along with the tender (Technical Bid), the offer will be liable for rejection. However, please note DGS&D / NSIC, New Delhi registered firms are exempted from submission of requisite EMD. Such Tenderer shall submit copy of supporting documents.
vi	Cost of Tender Form	₹ 500 /- (Rupees Five Hundred Only) (Non Refundable) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Bengaluru. Payable at Bengaluru
vii	Last date of sale of tender forms	One day before the last date of submission and closing of tenders up to 14. 00 Hrs. (Incase holiday falls on that day, it shall be last working day) i.e. up to September 03, 2018.
viii	Last date of submission/ closing of the tenders	14. 30 hrs. on September 03, 2018
ix	Nominated Person / Designation to Receive Bulky Tender (Clause 21. 21. 1 of GIT)	Shri. S M Pawale, DGM
x	Date of opening of Technical bid	15. 00 hrs. on September 03, 2018
xi	Date of opening of price bid	Shall be communicated to the eligible bidders.
xii	Validity of tender	120 days from the date of opening of the tender, which can be further extended for another 30 days.
xiii	Date of Commencement	As mentioned in the LOI/ Work Order or as advised by the officials in-charge
xiv	Period of completion	Within 02 months from the date of award of work.
xv	Liability compensation for delay	At the rate of 0.5 % (half percent) of the incomplete contract value per week of delay, up to maximum of 10 % (Ten percent) of the delayed contract value after which the contract stands rescinded.
xvi	Defects Liability period	12 months from the date of work completion

xvii	Performance Security deposit/ Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL.	Successful Bidders has to submit DD/B.G. valid up to 60 days after date of completion of all contractual obligations including warranty obligations, as performance security for 10 % (Ten percent) of the tendered amount less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section: XV. <u>Tenderers who are registered with DGS&D /NSIC should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-Part-I.</u>
xviii	Release of Security Deposit/ RM	After expiry of Defects Liability Period / Completion of all contractual obligations including warranty obligations, whichever is later.
xix	Period of submitting the final bill by contractor	Maximum period of two months from the date of completion of work.
xx	Terms of contract and specifications	As per schedule.

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

For and on behalf of BRBNMPL,

(S M Pawale)
Deputy General Manager

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

1. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 Hrs. one day before the last date of submission (In case holiday falls on that day, it shall be last working day) against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Bengaluru on any scheduled bank payable at Bengaluru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD/Pay Order/Bankers Cheque should be submitted in the envelope containing Earnest Money Deposit. The offer of the tenderers who do not submit the cost of the Tender Document downloaded from the website shall be liable to be rejected. Issuance of tender paper shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.
2. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
3. **Tenure of Contract:** The work should be completed as per the time period mentioned in the tender form i.e., Two Months.
4. **E.M.D:** An EMD of ₹ **23,000/- (Rupees Twenty-Three Thousand Only)** is payable in the form of Demand Draft/Banker's Cheque/Fixed Deposit drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Bengaluru drawn from any scheduled Commercial Bank in India, payable at Bengaluru. Please refer GIT Clause 18 under Section II, in case E.M.D is not submitted along with the tender (Techno-commercial bid), the offer will be liable for rejection. However, please note DGS&D / NSIC, New Delhi registered firms are exempted from submission of requisite EMD.
5. **Contract Price:**

The rates quoted should be on the basis of delivery at the different residential units. The rate quoted shall also be firm for the contract period and there shall be no variation / escalation on any account except applicable Govt. taxes. Any upward / downward revision in the Govt. taxes shall be considered at actual. Rate of taxes considered in the Price should be specified.
6. **Optional Quantity/Additional Work order:** Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; contractor shall not claim any extra rate on this account.

BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates within 06 months from date of successful completion of this caption work.
7. The successful contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.
8. **Warranty:** The items should be warranted against defects in material, design, workmanship etc. for a period of minimum one year from the date of supply, installation, commissioning and acceptance. During warranty period, the item should be serviced/replaced free of cost at our Quarters / residences.
9. **Payment Terms:**

Payment shall be released only after supply and acceptance of the items. Statutory Deductions as applicable will be made from the gross bill amount. DD/RTGS/NEFT charges shall be borne by you. For RTGS/NEFT payment you may forward your Bank Mandate and other details along-with your invoice for immediate e-payment. Bidder has to furnish the price-break-up including the tax components. Any increase in Statutory rates after opening the tender will be paid extra against documentary evidence. Payment for AMC charges will be on quarterly basis in arrears after submission of bills/invoice duly certified by dealing officer of BRBNMPL.

10. Please send your competitive bidding in sealed cover super scribed as **“Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru”** against Tender Enquiry No. **LT/WP/CO/008/2018-19 dated August 08, 2018** to reach us on or before 14.30 hrs on September 03, 2018 at BRBNMPL, Bengaluru with the following separate sealed covers inside:

- a. The First sealed cover super scribed as Technical bid (part I) against Tender Enquiry No. **LT/WP/CO/008/2018-19 dated August 08, 2018**, should contain all the Technical details offered by the tenderer including Section VIII – Quality Control Requirements/Compliance statement by Tenderer, documents in support of Qualification/Eligibility criteria (Section IX), Section X: Tender Form, Section XII: Questionnaire, Section XIV: Manufacturer’s authorization form (if applicable), etc., EMD amount and cost of tender paper. No information regarding price should be mentioned in this part.
- b. The second sealed cover super scribed as PRICE BID (part II) against Tender Enquiry No.: **LT/WP/CO/008/2018-19 dated August 08, 2018**, should contain only Section XI – Price Schedule exactly as per Proforma duly filled and signed.
- c. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
- d. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.

The Technical part (part I) tenders will be opened at 15.00 hrs on September 03, 2018 in the presence of available tenderers or their authorized representatives. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. The date of opening of Price bids will be intimated to qualified bidders. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

11. Price:

- a. The contractor has to quote his most competitive price considering all the factors involved in the Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru and the price shall be all-inclusive except GST, which shall be shown separately at the prevailing rate. The Price shall be firm & binding, no escalation on above on any account shall be admissible during the currency of contract period, except for the GST for which documentary proof should be attached for claiming escalation, if any.

12. The Contractor’s co-ordination with other agencies appointed by BRBNMPL is essential to maintain smooth progress of the work and any delay, which in the opinion of BRBNMPL if due to non-co-ordination and inefficient management of the contractor will not be entertained.

13. Withholding of Payments: The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:

- a. Defective work pointed out by the Employer and not remedied by the Contractor.
- b. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers, or to nominated Sub-Contractors.
- c. Damage by the Contractor to the work of other Contractors or Sub-Contractors.
- d. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- e. A reasonable doubt that the Contractor intends to leave work items incomplete.
- f. Failure of the Contractor to execute the Works in conformity with the Contract Documents.
- g. Failure of the Contractor to meet or keep-up with the approved Construction Program.

h. Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.

14. Replacement of rejected Materials: The material rejected against a supply must be replaced free of cost by the supplier, on receiving such information from BRBNMPL within 15 days.
15. **Notification of Award:** BRBNMPL issues Notification of award / LOI to the successful bidders who qualify and become lowest bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance of the annual maintenance contract involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
16. **Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Order Value less EMD amount by way of Demand Draft (DD) or Bank Guarantee (BG) valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV.). Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.

17. Defects Liability Period:

Any defect, shrinkage, settlement or other faults which may appear within the –Defects Liability Periodl stated in the Appendix hereto or, if none stated, then within twelve months after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder , shall upon the directions in writing of the BRBNMPL , and within such reasonable time as shall be specified therein, be amended and made good by the Bidder , at his own cost and in case of default the BRBNMPL may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.

18. Contract Agreement: A formal agreement has to be executed between the contractor and BRBNMPL on ₹ 100/-Non-judicial stamp paper purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XVI. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the contractor shall be forfeited and BRBNMPL may initiate appropriate action as deemed fit.
19. Liquidated Damages: If the supplier fails to deliver any or all of the goods / services within the time frame (s) [delivery schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods [value of quality for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10%. [Please refer GCC Clause 24 under Section IV].
20. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
21. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
22. If the tenderer is registered under DGS&D/NSIC, New Delhi they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/NSIC, New Delhi. Tenderer registered with NSIC/DGS&D are eligible for exemption of only EMD. As regarding SD, the tenderer who are registered with DGS&D /NSIC should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-Part-I.
23. Buy Back: At present there are approx. 30 nos of Kent Pride MRO water purifiers which are offered on Buy Back Offer / Scheme. The Buyback is compulsory and is offered on as is where is basis.

24. Sub-contract: Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of Security Deposit
25. Copies of Certificates / Documents related to company profile like GST/VAT/CST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-Part-I.
26. Other Instructions:
- A Tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The Rates and total amounts should be rounded off to nearest Rupees vale. In case of discrepancy between the rates in words and figures, the rate quoted by the tender in words shall be taken as correct.
 - The tender document should be signed on each page by the tenderer or his duly authorized representative. A certified true copy of an absolute power of Attorney in favour of signatory should accompany tender documents.
 - Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Deputy General Manager: 080 – 66602000, 66602034 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
 - The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
 - Please note that the contractors who have worked earlier with BRBNMPL, Bengaluru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
27. No counter conditions shall be accepted.
28. **Rights of company:** BRBNMPL is not bound to accept the lowest or any tender or assign any reason for such non-acceptance. However, if the successful bidder refuses to take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to forfeit the EMD and no correspondence will be entertained and decision of the BRBNMPL will be final. The left over job will be finished engaging other agencies and the additional cost involved will be recovered from original contractor. In any of the above case company reserve the right to take necessary action as deemed fit against the contractor.
29. **Indemnity:** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub- Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.
30. Resolution of Disputes / Arbitration: If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Mysuru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us.

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

Section II: General Conditions of Tenderers (GIT)

Part – I (For complete details refer our website www.brbnmpl.co.in under downloads)

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

1. Compliance of Security Norms:

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

2. Safety & Security Measures:

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take –Workmen's Compensation Insurance' policy to all of his workmen engaged for the said job and copy of the same to be submitted.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) Protective gear such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the contractor at his own cost to all his manpower at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
- g) The contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
- h) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BRBNMPL in this regard shall be final and binding on the contractor.
- i) The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
- j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- k) BRBNMPL is a security organization and hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its

workers duly authenticated by the designated security officer of the Company. The Contractor shall not allow any visitor to the site without the prior written approval of BRBNMPL.

3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
4. Compliance to all the statutory / regulatory norms and practices (like ESI / PF /labour license etc.) shall be the sole responsibility of the contractor / firm / agency and shall indemnify BRBNMPL at all times.
5. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
6. The calculations made by the tenderer should be based upon probable quantities of several items of work, which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not a lump sum contract.

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

Section III: Special Instructions to Tenderers (SIT)

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

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail. (Clauses of GIT listed below include a possibility for variation in their provisions through SIT.

There could be other clauses in SIT as deemed fit).

SI. No.	GIT Clause No.	Topic	SIT Provision
1	1, 2, 3, 4, 5, 6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre bid Conference	Not Applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10, 11, 12, 13, 14, 15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	16, 17	Documents Establishing Tenderer's Eligibility and Qualifications Documents establishing Good's Conformity to Tender document	No Change
6	18	EMD	No Change
7	19	Tender Validity	120 days from date of opening of tender. Extension of another
8	20	Number of Copies of Tenders to be submitted	One
9	21, 22 23, 24, 25	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender, Opening of tenders, Basic Principle	No Change
10	35. 2	Additional Factors for Evaluation of Offers	Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied should be strictly as per given specification without counter conditions.
11	43	Parallel Contracts	Not applicable
12	50. 1, 50. 3	Tender For rate Contracts	Not applicable
13	51. 1, 51. 2	PQB Tenders	Not Applicable
14	52. 1, 52. 3, 52. 5	Tenders involving Purchaser's & Pre-Production Samples	Not applicable

15	53. 4, 53. 5, 53. 7	EOI Tenders	Not applicable
16	54. 3. 1, 54. 5. 2	Tenders for Disposal of Scrap	Not applicable
17	55. 2, 55. 3, 55. 7, 55. 8	Development/Indigenization Tenders	Not applicable
18	Clarification of Bidders:	For any clarification bidder may contact this office on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorization paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained.	
19	Sub-contract	Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for termination forthwith and forfeit the Security Deposit	
20	Clarification of Bids	During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from the date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.	
21	Discrepancy in Prices	<p>a) If in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price and the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless client feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price shall be corrected accordingly.</p> <p>b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected, and</p> <p>c) If, as per the judgment of client, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post, if the tenderer does not agree to the observation of the client, the tender is liable for rejection.</p>	

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

Section IV: General Conditions of Contract (GCC)

(For complete details refer our website www.brbrnmpl.co.in under downloads)

Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

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

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

Sl. No	GCC Clause No.	Topic	SCC Provision
1.	8.2	Packing and Marking	No change
2.	11.2	Transportation of Domestic Goods	No change
3.	12.2	Insurance	No change
4	14.1	Incidental Services	No change
5	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No change
6	16.2, 16.4	Warrantee Clause	Applicable
7	19, 19.3	Option Clause	No change Option Clause: BRBNMPL reserves the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
8	20.1	Price Adjustment Clause	No Change
9	21.2	Taxes and Duties	No Change
10	22, 22.1, 22.2, 22.3, 22.4, 22.6,	Terms and Mode of Payments	No Change
11	24.1	Quantum of LD	No Change
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
13	33.1	Resolution of Disputes	No change
14	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable

1. **Statutory Requirements:**

- i) The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Karnataka Factory Act, Contract Labour Act, Minimum wages Act/Payment of wages act, Industrial disputes act 1947 and other related labour legislatures, EPF & MP acts, ESI act etc., indemnify Company from any claims in future or due to any breach of the statutory requirements. The Company, as a principal employer, shall enforce the provisions of these Acts. All statutory requirements shall be scrupulously followed, non-compliance in this regard may lead to necessary action as deem fit.
- vi) It shall be the sole responsibility of the contractor to ensure safety to all his workers.

- vii) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- viii) BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
- ix) The Contractor shall keep BRBNMPL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against BRBNMPL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract
- x) Contractor shall indemnify BRBNMPL against any liability for any accident, death or injury to BRBNMPL's servants or agents or against any loss of or damage to any property belonging to BRBNMPL, its servants or agents which shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.
- xi) Statutory Deductions: Statutory deductions shall be made at source as per rule

2. Tender Evaluation:

- i) **The evaluation shall be based on L1 basis considering the Total Cost including GST.** However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid

3. The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of BRBNMPL and no deviation on any account will be permitted.

BRBNMPL's representative reserves the right to execute any delayed services through third parties and deduct from contractor the cost of these services together with 10% of this cost for the damages, without any consent of contractor, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.

Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BRBNMPL shall be final and binding. The contractor shall indemnify to this effect.

The payment or deduction of such damages shall not relieve contractor from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.

The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the BRBNMPL whose decision shall be final and binding on the Contractor.

4. The Contractor should take utmost care to ensure that no damage to the property of BRBNMPL takes place due to any act of workmen while carrying out the work under the contract.

5. All materials and workmanship shall be subject to inspection, examination, and test by the BRBNMPL at any and all times during the period of contract. It is responsibility of the contractor intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the BRBNMPL.
6. Superintendence – Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor’s obligations under this Contract.
7. BRBNMPL shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for BRBNMPL’s review and approval.
8. Contractor’s Working Hours:
 - a. Contractor will have to work after normal working hours and on Sundays / Holidays to fulfil its obligation of services. Overtime if any for such work shall be to Contractor’s account deemed to have been included in the rates quoted.
 - b. After normal daily working hours the Contractor is required to deploy the manpower on Sundays / holidays to cater any crises or exigencies on requirement basis without any extra cost to BRBNMPL. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by BRBNMPL’s Representative(s) without any extra cost to BRBNMPL.
 - c. During the festive days, Contractor at no extra cost to BRBNMPL shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by BRBNMPL.
9. Force Majeure Clause:

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

Further in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Purchase order, the company by giving a notice of reasonable time to supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination
10. Conflict of Interest:
 - a. Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
 - b. Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to BRBNMPL’s detriment.
 - c. Any treasures, antiques, valuable etc. found during excavation belong to the BRBNMPL and the same shall be handed over without causing any damage to them.
 - d. The Contractor must ensure that at no point of time should any system be rendered non-functional.
 - e. Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the BRBNMPL.
11. **Disputes Arbitration:** If any dispute arises after the issue of LOI /Work order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Bengaluru. Further, disputes if any that may arise at any point of time shall be subject to Bengaluru jurisdiction only. However, the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.

Section VI & VII – Scope of Work / Technical Specifications

The Company wishes to go for Procurement of Water Purifiers for Residential Units, BRBNMPL, Bengaluru and accordingly invites quotations from eligible, resourceful and efficient contractor/(s) / vendors / agencies who could render their services for the same.

1. Brief Scope of Work – Supply, Installation, Commissioning & Maintenance of Water Purifiers at Residential Units of BRBNMPL, Bengaluru including the necessary pipelines, fittings and fixtures (incl. electrical works) etc. complete.
2. Delivery Schedule – On Placing of the Order, the successful bidder has to start the supply and installation within 30 days. A total of 02 months is provided for the complete Supply, Installation, Commissioning & Maintenance of Water Purifiers at Residential Units of BRBNMPL, Bengaluru
3. Mode of Transportation – As desired by the bidders, which should be in safe and secured manner
4. The firm should be a Manufacturer or authorized dealer / distributor of the item.
5. Supplier shall extend maintenance free service for the entire work & water purifier during the warranty period.
6. In addition to warranty period as mentioned above, Bidder should carry out 02 (two) years Comprehensive Annual Maintenance Contract (with additional charges). During AMC period all spares and consumables shall be replaced by the contractor as per standard maintenance schedule of the manufacturer at his own cost & expenses.
7. The buyback offer is compulsory and is offered on as is where is basis.
8. Work order for the subsequent AMC shall be placed based on satisfactory annual performance of the preceding year.
9. The contractor has to maintain the proper record of the items/ spares consumables replaced duly authenticated by end user and submit the same along with AMC bills/Invoices.
10. The Party shall supply all accessories required for installation of the item.
11. Care has to be taken of the existing structures, cable lines etc., during the execution of the work. In case of any damage of the above, it should be made good at contractors / tenderer's cost.
12. All materials including labour shall be arranged by the vendor at his cost and the vendor shall provide all tools, tackles, necessary for the execution of the work to the satisfaction of BRBNMPL.
13. The Contractor has to follow all safety norms during execution of work & also should take care of BRBNMPL property as per instructions.
14. The Contractor has to clear the site at his own cost after completion of his work; otherwise BRBNMPL will deduct a suitable amount from their bills and get the job done separately.
15. The successful bidder has to supply operational manual and warranty card along with each Water Purifier.
16. As a precautionary measure, minimum 02 sets of spares and consumables to be kept at the designated place at our site compulsorily.
17. The minimum desirable specifications are mentioned below for necessary compliance:

Sl. No.	Parameters Required	Specifications	Remarks
01	Installation	Wall Mounted	Stand to be provided
02	Technology	UF + UV + RO + TDS Control	
03	Purification Capacity	Min. 1 ltr / 04 minutes	
04	Max. Duty Cycle	45 ltrs / day	
05	Storage Tank Capacity	Min. 7 ltrs	Preferably Steel

The vendor has to provide the minimum specifications for compliance

Sl. No.	Parameters Required	Offered (Y/N)	Specifications	Periodicity of Change / Replacement as per the manufacturers specifications
01	USP			
02	Installation			
03	Technology			
04	Purification Capacity			
05	Max. Duty Cycle			
06	Storage Tank Capacity			
07	Filter Cartridges			
08	UF Membrane			
09	UV Lamp			
10	Min. Inlet Pressure			
11	Max. Inlet Pressure			
12	Dimensions			
13	Make and model			
14	Any other additional information			

IMPORTANT NOTE: If any clarification is required, bidders are advised to contact us, to understand our requirement before submitting their quote.

We _____ (name of company) confirm that the product offered is as per the specification of BRBNMPL requirement and enclose herewith the catalogue/brochure of the item offered and also we confirm to accept scope of work mentioned above.

Date:

Authorized signatory & stamp

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

**Section VIII: Quality Control Requirements/Declaration by the tenderer -
Tender Enquiry No: LT/WP/CO/008/2018-19 dated August 08, 2018**

Tender Notice for Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru

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

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
2. I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BRBNMPL Officers in charge.
3. Price BID been submitted as per given format_(Section XI: Price Schedule -Part-II Bid) in separate sealed envelope.
4. DD for EMD amount, Cost of tender document, complete set of signed tender document & necessary proof documents for eligibility in tender participation are attached with Part-I Tender Form.
5. Payment terms are accepted as per tender conditions.
6. I have the proof of following mandatory documents and enclosed along with tender documents.
 - a. Our company's profile.
 - i. Name and complete address of the firm:
 - ii. Status of the firm: Proprietor / Partnership / Regd. Company / Co-op. Society (Copy of documentary evidence furnished)
 - iii. Name & Address of the proprietor /partner/Director (as case may be)
 - iv. Local / Central Sales Tax / GST / Excise Reg. No.: (Copy of certificate enclosed) (if applicable)
 - v. Income Tax P.A.N. No.: (Copy enclosed)
 - vi. PF, ESI Registration details:
 - vii. Bankers and their Address:
 - viii. Whether falling within MSME? (Micro, Small and Medium Enterprise), if so please furnish documentary evidence to this effect.
 - b. List of valuable customers:
7. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents have been enclosed.
 - a. Proof of Eligibility criteria, work completion certificates & Experience
 - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no.
 - c. Valid ESIC and PF Registration Certificate copies
 - d. Copy of Income Tax PAN card
 - e. Copy of Local/CST/GST/Excise Reg. certificates.
 - f. Audited balance sheet for previous THREE years i. e. for the financial year ending March 2015, March 2016 & March 2017.
 - g. Copy of Registration certificate under MSME (if applicable)
 - h. Signed copy of entire Tender document.
8. We confirm having read the terms and conditions of tender, scope of work and having visited the site, we have submitted the price bid. The Price bid is quoted exactly as per your format (Section-XI) and is inclusive of labour cost, statutory levies, duties, GST & all other charges as per Scope of work. While quoting, we have given consideration for minimum wages, escalation and statutory compliances.
9. We confirm that on being successful in the tender we would execute the work exactly as per the terms and Conditions of the Tender.
10. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of acceptance.
11. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.

12. We have gone through the other tender conditions mentioned in Section-II: (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC)) of this tender & we abide to follow above sections as a part of this tender.
13. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date: / / 2018

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

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

Section IX: Qualification/ Eligibility Criteria

Part-I: Technical Bid Criteria

1. Bidders should be bonafide, experienced, competent and resourceful to carry out the assigned order. Bidder should have manufactured /supplied at least 30 Nos. of the tendered item or similar items (water purifier) during any one year in last five years ending 31.03.2018 and should be present in the business of same field.

Note: Documentary proof (copies of PO's executed) for the above qualifying criterion should be submitted along with your offer duly signed by authorized signatory of your company.

2. The Tenderer should never have been blacklisted from BRBNMPL.
3. The bidder should be currently in business and in sound financial condition.
4. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2018.
5. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2018.
6. The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.
 - a. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2017 should be 30% of estimated value or more **(i.e., ₹ 3.375 lakhs)**.
 - b. Proof of having successfully completed similar works along with the work orders / performance Certificate/ Completion Certificate indicating a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 7 years ending last day of the month previous to the one in which tenders are invited as per either of the following: -
Three similarly completed works each costing not less than the amount of value of 40% of estimated value **(i.e., ₹ 4.50 lakhs)** in the last 7 years up to 31.03.2018.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value **(i.e., ₹ 5.625 lakhs)** in the last 7 years up to 31.03.2018.

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value **(i.e., ₹ 9.00 lakhs)** in the last 7 years up to 31.03.2018.

7. Original Manufacturer may submit their offer through their authorized distributor/dealer (copy of authorization certificate to be enclosed).
8. The tenderer shall enclose a declaration that they have not been blacklisted / debarred by BRBNMPL/Government of India in the past 5 years & confidentiality statement duly signed and stamped as per Annexure-A.
9. Work order and corresponding work completion certificates indicating Name of works, Work order no., date, Value of works order placed, actual value of work completed and the time period for the completion of the work (scheduled and actual) for each of the works should be submitted along-with the Tender Part – I. If required so the Bidder has to produce the original documents for verification by BRBNMPL, failing which the bidder will be disqualified. The originals of all the above-mentioned documents will be returned back after verification.

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

We confirm that we are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

We _____ (name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

Authorized Signature with Stamp

Date:

The following documents should be submitted along with the tender.

- a. Copy of complete set of tender documents duly signed with seal affixed except price bid.
- b. Cost of Tender Form: Cost of Tender Form is ₹ 500/-. Tender Documents can be purchased from our office up to one day before the last date of submission of the tender up to 14.00 hrs during working hours against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Bengaluru on any scheduled bank payable at Bengaluru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD should be submitted in the envelope containing Earnest Money Deposit. The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection.
- c. Earnest Money Deposit (EMD): The tender shall be accompanied by Earnest Money of value as mentioned in the tender form in the form of crossed Bank Draft only issue in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Bengaluru payable at Bengaluru and should be valid for 90 days. The Bank draft may be taken from State Bank of India or a Nationalized Bank or any Scheduled Bank payable at Bengaluru. On acceptance of the tender, the earnest money will be treated as part of the security deposit. BRBNMPL will return the earnest money deposit, where applicable, to every unsuccessful tenderer.
- d. Proof of registration – PAN and GST clearance certificate.
- e. Audited and **CA certified** balance sheet for previous THREE years i.e. for the financial years ending March 2015, March 2016 & March 2017.
- f. **CA certified** turnover Certificate as per format enclosed at Section XX – Proforma for financial certificate.
- g. Work order and corresponding Work Completion Certificates as per the above mentioned criteria.
- i. Letter of Undertaking – **In case any ambiguity is noticed in the Documents (list out documents) submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law.**
- j. Detail of Civil and criminal cases and other legal dispute proceedings including arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last 3 years.
- k. For tenderer registered with NSIC/DGC&D, a separate undertaking is to be furnished for payment of SD in case they become L1 firm in bidder process.

Part-II Commercial (Price) Bid:

The commercial/price bid of the bidders who have qualified in Technical Bid Part-I only will be opened. The bid should contain the Annexure – I: Proforma of Price Bid & Bill of quantities.

Submission of Tenders shall be as under:

The Sealed envelope shall be submitted in the Tender Box kept at the Corporate Office, Bengaluru on or before the stipulated date and time. The tender should be marked as – **Tender Notice for Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru** with – **Tender No. LT/WP/CO/008/2018-19 dated August 08, 2018** and original due date of opening at the top of the envelope. Each & every page of the tender shall be signed & stamped by the authorized bidder as an acceptance of terms and conditions. The bidders must make the entry of the tender submitted in the Tender register kept for the purpose before dropping the same in the Box.

Important:

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

Both the 2 sealed envelopes should be put in a **Third** sealed cover super scribed with the name of the work and Tender Number with due date of opening as mentioned in the tender form.

4. Tenders received after the below mentioned time and date, whether sent by post or delivered in person are liable to be rejected.
5. In case of any clarifications, **Bidders may contact Corporate Office BRBNMPL at:** 080 – 66602000, 66602034 **(Direct) on any working days between 10:00 Hrs. – 18.00 hrs.**
6. **Dates:**
 - a. Last Date of submission of Tender: **September 03, 2018** at 14.30 hrs.
 - b. Date of opening of Tender: **September 03, 2018** at 15.00 hrs.
 - c. Date of opening of Price Bid (Part-II): To be communicated to the successful bidders in Technical Bid (Part-I).
 - d. Opening of Price bid: Shall be intimated to qualified bidders in due course.
7. Tender once submitted will be treated as property of BRBNMPL and Tenderer will not be allowed to make any change / modification in Tender or withdrawal of Tender. Claim for ignorance of Site condition will not be considered.

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

Section X: Tender Form

Date:

To,
The General Manager,
Corporate Office,
BRBNMPL,
Bengaluru 29

Ref: Your Tender Enquiry No: **LT/WP/CO/008/2018-19 dated August 08, 2018**

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

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

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

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

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

Proforma of Techno-Commercial Bid – Tender Document for Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru

Dated this _____ day of _____
For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you.
Yours faithfully,

Seal

Signature with date Name:

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

Section XI: Price Schedule

Proforma of Price Bid cum Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru

From:

To
The General Manager,
BRBNMPL,
BENGALURU – 570 003.

Dear Sir,

SUB: Tender Notice for Procurement of Water Purifiers for Residential Units of BRBNMPL, Bengaluru

REF: Your Tender Enquiry No: **TENDER No: LT/WP/CO/008/2018-19 dated August 08, 2018**

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

Item wise Price bid:

Bill of quantities and scope of work:

Sl. No.	Particulars	Unit	Qty	Rate (₹)	Amount (₹)
01	Supply and Fixing of Water Purifiers	Nos	35		
02	Buy Back Offer / Scheme on existing Kent Pride MRO water purifiers	Nos	30		
03	<u>Comprehensive AMC for 2nd Year</u> <i>Includes changing of sedimentary filters, carbon filters, FRT, UV Lamp, membranes etc. as per the specifications of the manufacturer etc. in total.</i> <i>This also includes the routine cleaning and maintenance to be carried out once in 04 months, attending of complaints, replacement of worn out parts etc.</i>	Nos	35		
04	<u>Comprehensive AMC for 3rd Year</u> <i>Includes changing of sedimentary filters, carbon filters, FRT, UV Lamp, membranes etc. as per the specifications of the manufacturer etc. in total.</i> <i>This also includes the routine cleaning and maintenance to be carried out once in 04 months, attending of complaints, replacement of worn out parts etc.</i>				
	Total (1-2)+(3+4)				
	GST @ _____ %				
	Grand Total				
	Grand Total Rounded Off to				
Grand Total Rounded Off to – Rupees					

Optional:

Sl. No.	Particulars	Unit	Qty	Rate (₹)	Amount (₹)
01	<p>Comprehensive AMC for 4th and 5th Year <i>Includes changing of sedimentary filters, carbon filters, FRT, UV Lamp, membranes etc. as per the specifications of the manufacturer etc. in total inclusive of GST.</i></p> <p><i>This also includes the routine cleaning and maintenance to be carried out once in 04 months, attending of complaints, replacement of worn out parts etc.</i></p>	Nos	35		
02	<p>On-call Charges: <i>This also includes the routine cleaning and maintenance services to be carried out on call basis, attending of complaints, replacement of worn out parts etc. in total inclusive of GST.</i> <i>** Changing of sedimentary filters, carbon filters, FRT, UV Lamp, membranes etc. as per the specifications of the manufacturer – shall be paid at actuals</i></p>	Nos	01		

GST for optionals is considered at ____ %

NOTE:

1. We understand that the determination of the L1 firm shall be carried out in the price bid including the Comprehensive AMC for 2nd and 3rd Year (Combined).
Items under Optional shall not be considered for L1 evaluation.
2. We confirm that the quoted price is inclusive of all statutory levies, GST, duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at your Site/Quarters/residences / office and is firm.
3. We confirm that there would not be any price escalation during the Tenure of Contract
4. We confirm that we will abide by all the tender terms & conditions of tender, above scope of work and we do not have any counter conditions.
5. We confirm that tendered item will be supplied as per specification and tender conditions.

Thanking you,
Yours faithfully,

Seal

(.....)
Name & Signature with date

Firm:

Section XII: Questionnaire / Checklist

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

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

Sl No	Item Description	Yes/ No	Deviation /Remarks
01.	Brief description of goods and services offered as per tender and scope of work?		
02	Offer is valid for acceptance up to 120 days (additional 30 days if required) after opening of tender		
03	A copy of Permanent Income Tax A/ C No (PAN) card attached (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)		
	A copy of GST Registration Certificate attached ?		
04	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.		
05	Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.		
06	Please indicate name & full address of your Banker(s)		
07	Please state whether business dealings with you currently stand suspended/ banned by BRBNMPL/any Ministry / Dept. of Government of India or by any State Govt.		
08	Did you Enclosed following Documents/Attachments; (a) DD for EMD /Tender fee are attached with tender documents and proof of documents for eligibility in Part-I bid envelop? (b) Did you put price bid document in separate second envelop and sealed properly? (c) Did you put above two envelop in to a third envelop written tender No, name of work, Addresses etc.? (d) Did you attached copies of Work completion certifications and Audited balance sheet for last 03 years certified by CA as per eligibility criterion mentioned section Section-IX & Section: XX		

.....

(Signature with date)

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

For and on behalf of

.....

(Name, address and stamp of the tendering firm)

SECTION XV: Bank Guarantee Form for Performance Security

_____ [Insert Bank 's Name, and Address of Issuing Branch or Office)
Beneficiary (**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED,**

Date: -----

Performance Guarantee No.

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch.

Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

Contract No dated.....

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

1. Name & address of the Contractor:
2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL
3. Contractor 's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the contractor and BRBNMPL in connection with this tender
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - a. General Conditions of Contract;
 - b. Special Conditions of Contract;
 - c. List of Requirements;
 - d. Technical Specifications;
 - e. Quality Control Requirements;
 - f. Tender Form furnished by the supplier;
 - g. Price Schedule(s) furnished by the supplier in its tender;
 - h. Manufacturers' Authorisation Form (if applicable for this tender);
 - i. BRBNMPL's Notification of Award

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

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

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.)	Total price
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Any other additional services (if applicable) and cost thereof:

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

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

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

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier) Date:

Place:

Section XVII: Letter of Authority for attending a Bid Opening
(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Signature and Stamp of
Bidder

Date: / /
2018

Section XX: Proforma of Financial Turnover Certificate

Certificate

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

To whom so ever
concern

Dear Sir,

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

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

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

The above information is based on the audited accounts

Place:

Date:

Seal:

Signature of the CA with Membership No.

NATIONAL ELECTRONIC FUND TRANSFER

Model Mandate Form

(Investor / customer's option to receive payments through Credit Clearing Mechanism)
Name of the Scheme and the periodicity of payment

No.

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank