

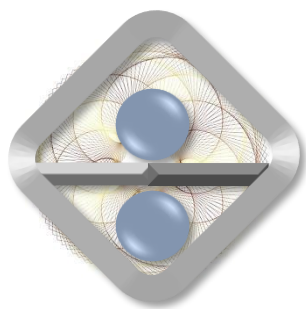
This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender, participation in this Tender is by Invitation only and is limited to the selected BRBNMPL's registered bidders for item, who have been sent this tender by Post / Courier. Unsolicited offers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

LIMITED TENDER

भारतीय रिजर्व बैंक नोट मुद्रण प्राइवेट लिमिटेड

नैगमिक कार्यालय, बेंगलूरु

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



2 PART TENDER DOCUMENT (TECHNICAL BID + PRICE BID)

For Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru

निविदा सं. 002/CO/LT/2021-22 दिनांक April 16, 2021

TENDER No: 002/CO/LT/2021-22 dated April 16, 2021

बंद होने की तिथि और निविदा अग्राप्ति का समय/ Closing Date & Time for receipt of Tender	14:30 Hrs on May 11, 2021
दस्ती निविदा प्राप्ति की जगह / Place of receipt of tender by Hand	बीआरबीएनएमपीएल, बेंगलूरु BRBNMPL, Bangalore
निविदा खोलने की तिथि और समय / Time & Date of Opening of Tender	15:00 Hrs on May 11, 2021
निविदा खोलने की जगह/ Place of Opening of Tenders	बीआरबीएनएमपीएल, बेंगलूरु BRBNMPL, Bangalore

This tender document consists of **93** pages including this page

LIMITED TENDER

Standard Bidding Document (SBD)

(Procurement of Goods and Services)

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा.) लिमिटेड, बेंगलूरु
BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD
BANGALORE -560029

दूरभाष / Phone: 080-66602000, 66602034

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: cobangalore@brbnmpl.co.in

वेबसाइट / Website: www.brbnmpl.co.in

अहस्तांतरणीय / **Not Transferable**

Security Classification: Non-Security

Tender Document for Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru

Tender No: 002/CO/LT/2021-22 dated April 16, 2021

This tender document contains 93 pages

The tender document is sold to:

M/s. _____

Address _____

Details of Contact person in BRBNMPL regarding this tender:

नाम / Name : एस एम पावले / S M Pawale

पदनाम / Designation : उप महाप्रबंधक / 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

Section I	:	Notice Inviting Tender (NIT)	Enclosed
Section II	:	General Instructions to Tenderers (GIT)	Enclosed
Part I	:	General Instructions Applicable to all Types of Tenders	Enclosed
Part II	:	Additional General Instructions Applicable to Specific Types of Tenders	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 Specifications	Enclosed
Section VIII	:	Quality Control Requirements	Enclosed
Section IX	:	Qualification / Eligibility Criteria	Enclosed
Section X	:	Tender Form	Enclosed
Section XI	:	Price Schedule	Enclosed
Section XII	:	Questionnaire	Enclosed
Section XIII	:	Bank Guarantee Form for EMD	Not applicable for this tender
Section XIV	:	Manufacturer's Authorization Form	Enclosed
Section XV	:	Bank Guarantee Form for Performance Security	Enclosed
Section XVI	:	Contract Form	Enclosed
Section XVII	:	Letter of Authority for attending a Bid Opening	Enclosed
Section XVIII	:	Shipping Arrangements for Liner Cargoes	Not applicable
A	:	In Respect of CFR / CIF / Turnkey / FOR Contracts For Import	Not applicable
B	:	In Respect of FOB / FAS Contracts For Imports	Not applicable
Section XIX	:	Proforma of Bills for Payments	Enclosed
Section XX	:	Proforma of Pre-contract Integrity Pact	Not applicable
Annexure A		Proforma for Financial Turnover Certificate	Enclosed
Annexure B		NEFT Form	Enclosed
Annexure C		Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.	Enclosed
Annexure D		Bid security declaration in lieu of earnest money deposit	Enclosed

LIMITED TENDER
Standard Bidding Document (SBD)

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा.) लिमिटेड, बेंगलूरु

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD

(Wholly owned subsidiary of Reserve Bank of India)

No. 3 & 4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road,

BANGALORE -560029

दूरभाष / Phone: 080-66602000, 66602034

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: cobangalore@brbnmpl.co.in

वेबसाइट / Website: www.brbnmpl.co.in

SECTION- I: NOTICE INVITING TENDER (NIT)

Dated: April 16, 2021

Sub: Tender Document for Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru

1. Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited from resourceful tenderers (meeting Eligibility Criteria as mentioned un Section IX) for “Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru”.

Schedule Number	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
I	Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru	As per BOQ	Nil	Bidder will submit bid security declaration in lieu of EMD

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Part – 1 Techno-commercial Bid and Part-2 Financial/Price Bid)
Date of Sale of tender documents	From 16/04/2021 to 10/05/2021 during office hours
Price of the Tender Document	Rs 500/- (Inclusive of all applicable taxes)
Closing date and time for receipt of tenders	14.30 Hours on 11/05/2021
Place of receipt of tenders	Entrance Lobby of Corporate Office
Time and date of opening of tenders	15.00 Hours on 11/05/2021
Place of opening of tenders	Board / Conference room at Corporate Office, BRBNMPL.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Shri. S.M. Pawale, DGM & CISO

- 2 Tender documents may be purchased on payment of non-refundable fee of **Rs. 500/- (Five Hundred Rupees)** per set through
- Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of “**Bharatiya Reserve Bank Note Mudran Private Limited**”, payable at **Bengaluru**.
 - Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers). For payments to be made online transfer through NEFT/RTGS at BRBNMPL account State Bank of India, State Bank Of India A/c No.: **10605523157** IFSC: **SBIN0006861**
 - Other Electronic Modes of Payment as per UPI id and QR code given below.
 - Unified Payments Interface (UPI) (BHIM-UPI)
 - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



Scan & Pay Using Any UPI App to

UPI ID: brbnmplban@sbi

MERCHANT NAME: BHARATIYA RESERVE BANK NOTE

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

- If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier to the foreign tenderers, for which extra expenditure per set will be **Rs.500** for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
- Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document, along with the required non- refundable fee of ₹1500/-.
- 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 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.
- 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.

7. The tender documents are not transferable.
8. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on **Overall Lowest (L1) bidder** from eligible bidders as per section XI.
9. BRBNMPL reserves the right to cancel the tendering process/reject all bids/re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.
10. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.

Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.brbnmpl.co.in mentioned above for further details.

2. Exemption for MSEs and Startups.

a) EXEMPTIONS:

- (i) The tenderers who are currently registered and shall continue to **remain registered during the tender validity period** with Central Purchase Organization (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of **tender fee** and **earnest money**. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration as a MSE or Startup, as the case may be).
- (ii) The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- (iii) Besides above, the bidders have to submit a declaration and undertaking along with their offer as per Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under / Women entrepreneurs / Registration with TReDS/GeM.
- (iv) **No exemption will be given for depositing of security deposit (SD) to any DIC/SSI/MSME/NSIC/Startup registered firm.**

b) CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

- (i) MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
 - District Industries Centers (DIC)
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME (MoMSME)
 - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME

- (ii) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarized copy of the DIC certificate.
- (iii) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- (iv) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
- (v) **Manufacturer for tendered items / Service provider of tendered services:** The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
- (vi) The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
- (vii) **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- (viii) In case MSE bidder is L1, entire value of the tender will be placed on the L1 MSE bidder.
- (ix) As the tendered quantity cannot be split, if the L1 bidder is not an MSE, then the MSE firm shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- (x) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to them after matching the L1 price of the tender.
- (xi) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- (xii) For more clarity in this regard, following table is furnished: -

Type of Tender	Price quoted by MSE	Finalization of tender
Cannot be split	L1	Full Order on MSE
	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- (xiii) The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- (xiv) **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST

entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs

- (xv) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- In case of Proprietary MSE, proprietor(s) shall be SC/ST
- In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters

- (xvi) **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ ST entrepreneurs. MSE owned by Women is defined as:

- In case of Proprietary MSE, proprietor(s) shall be Women
- In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
- In case of Private Limited Companies, at least 51% share shall be held by Women promoters

- (xvii) Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.

c) CONDITIONS FOR START-UP COMPANIES

- (i) Subject to meeting of Quality and Technical specifications, BRBNMPL may consider allowing the participation of “Start-up” companies with capability to execute the supply/ services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- (ii) The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- (iii) Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
- (iv) Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
- (v) However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc. wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GoI guidelines.
- (vi) Start-up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- (vii) Start-up Companies have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities*

seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.

1. Preference to Make in India

- ‘Class-I local supplier’ - supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - *shall get purchase preference* provided quoted price falling within margin of price preference i.e. within L1 + 20%
- ‘Class-II local supplier’ - supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - *shall not get any purchase preference*
- ‘Non-local supplier’ - supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - *shall not get any purchase preference*
- ‘Local content’ - means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent
- ‘Margin of purchase preference’ – means the maximum extent to which the price quoted by a ‘Class-I local supplier’ can be above L1 price for the purpose of purchase preference. The margin of purchase preference is 20% (Twenty Percent).

i. Purchase preference to ‘Class-I local supplier’ applicable for procurement is as below:-

- If L1 is ‘Class-I local supplier’ – 100% awarded to L1
- If L1 is *not* ‘Class-I local supplier’
 - Lowest bidder among ‘Class-I local supplier’ falling within L1+20% is invited to match L1 price – contract will be awarded subject to matching L1 price
 - If unable to match L1 price, next lowest ‘Class-I local supplier’ bidder falling within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - If none of the ‘Class-I local supplier’ bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder

4) Verification of local content

The Class I Local Supplier / Class II Local Supplier at the time of tender / bidding shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They will also give details of the location(s) at which the local value addition is made.

5) False declarations

False declaration will be in breach of Integrity and the bidder and its successors will be debarred for up to two years along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

6) Relaxations in Eligibility Criteria

The bidder claiming under Make in India clause should have executed one similar work in the last five years irrespective of the value or Wattage of the tender.

Similar work means ‘Design, Supply, Installation, Commissioning and Testing of Solar Photovoltaic Power Plant’

Besides above, the bidders have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.*

Guidelines for filling two-part tender: (if applicable)

1. **Part I:** First sealed cover should contain the required EMD amount, cost of tender form, technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender **except Section XI (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions is liable for Rejections. This first sealed cover should be clearly super-scribed with **“Part I - Technical Bid - For “Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru” against Tender Enquiry No. 002/CO/LT/2021-22 dated April 16, 2021.** Any price indication in the Technical Bid will be summarily rejected.
2. **Part II:** Second sealed cover should contain only section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **“Part II - Price Bid - For “Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru” against Tender Enquiry No. 002/CO/LT/2021-22 dated April 16, 2021 .**
3. The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“Offer for “Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru” against Tender Enquiry No. 002/CO/LT/2021-22 dated April 16, 2021** with due date of opening as 15.00 Hours on May 11, 2021 and should be addressed to The General Manager (Name and address).

Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.

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

For and on behalf of BRBNMPL,



(S M Pawale)
Deputy General Manager

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

- 1) **Pre-Bid Visit:** The bidders **must visit the premises** and have clear understanding about the place, scope of work; volume of work, requirement of skill levels of workforce, etc., and any doubt/clarification may be cleared/ done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained at a later stage.
- 2) **Estimated Value:** The estimated value for this work is **₹23.40** Lakhs approximately (Rupees Twenty Three Lakhs Forty Thousand Only) inclusive of GST.
- 3) **Earnest Money Deposit:** Not applicable. However, the bidder should give an undertaking in lieu of EMD as per the format in Annexure D without fail.
- 4) **Quoted Price:** The contractor has to quote his most competitive price considering all the factors involved in the **“Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at 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.

The quoted price shall include supply and installation of items as per the scope of work to complete the work in all respect. All other charges including appropriate insurance charges, overheads for the work as mentioned in the Scope of work (Section VII). It shall also include the Annual Maintenance Charges for Five (5) years.

The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion, water, electric consumption meters, double scaffolding, fencing, hoarding, plant and equipment, storage sheds, watching, and lighting, temporary electric supply etc., as occasion shall require or when ordered to do so, charges incurred for laboratory tests of materials and specimens and arranging for field testing as per the IS provisions and as instructed by the BRBNMPL representatives, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the BRBNMPL. The rate quoted shall be deemed to be for the finished work to be measured at site. The bidders shall take in to account all the above mentioned factors before submitting their offers.

- 5) **Price Variation:** The bidder shall quote the best competitive price considering all the factors. The price should be firm for the contract and there shall be no variation/escalation on any account except regarding GST. No claim in this respect shall be entertained separately in addition to the quoted rate. Any upward/downward revision in GST shall be considered at actual, subject to production of documentary evidence. Rate of GST included in the Price should be specified.
- 6) **Time schedule:** **The work must be completed within 90 days from the date of issue of Notification of Award. Any further delay will attract liquidated damages.**
- 7) **Payment:**
 - a) No advance is payable along with the order.
 - b) 80% of actual material value supplied shall be made after receipt of the material at site and acceptance of the material.
 - c) Balance 20% of material value shall be made within 30 days of installation, commissioning and acceptance.
 - d) 100% of Installation and commissioning charges will be released only after final acceptance and satisfactory performance of the system. Latest returns of GST should be submitted along with the bill/invoice.

Important Note: The collecting subsidy if any from MNRE shall be the scope of supplier and invoice has to be raised for total cost minus subsidy. However, BRBNMPL shall issue necessary certificate or letter to claim the subsidy.

- 8) **Security Deposit/Performance Security:** Within twenty-one days from the date of issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 3% of the Order Value by way of Demand Draft (DD) or Bank Guarantee (BG) valid for 5 years from the date of

acceptance with claim period of additional sixty days. Performance Security will be released without any interest after successful completion of all contractual obligations including the warranty obligations, if any. Any breach will lead to forfeiture of the same.

- 9) **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].
- 10) **Finalisation Criteria:** Tender will be finalised on Overall L1 basis.
- 11) **Statutory Deductions:** Statutory deductions such as GST, Income Tax etc. as applicable shall be effected while making payment.
- 12) **Statutory requirements:** The Contractor should comply with all statutory provisions as applicable such as but not limited to the following.
 - a) Provisions of the Factories Act, Workman Compensation Act, Employers Liability Act, Contract Labour Act, Industrial Dispute Act, Minimum Wages Act, Payment of Wages Act, EPF and ESI Act including any modification thereof or any other law relating thereto and rules framed there under from time to time.
 - b) The Contractor shall indemnify the company from any claim due to any breach of statutory requirements and the company as a principle employer shall enforce the provisions of the act.
 - c) The contractor shall obtain license / registration from Labour Authority / any other Statutory Authority as may be required.
 - d) 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. The contractor has to provide all statutory welfare measures for their workers.
 - e) The contractor will insure all his employees against injury/death while on duty and will indemnify the BRBNMPL against any claim arising out of any accident, injury or death during the course of their duty. The BRBNMPL holds no liabilities in case of any accident or death during working in our system. You should employ physically fit personnel for carrying out all jobs specified in this tender
- 13) **Incompletion/Discontinuation of work:** If the work is not completed in all aspects or delayed beyond reasonable time or contractor discontinues the work abruptly, then BRBNMPL reserves the rights to get the remaining work/uncompleted work done through any other agencies at the risk and cost of the contractor. In such cases, the pending claims and Security Deposit of the contractor shall be forfeited.
- 14) **Recovery & Rectification of work:** In case contractor fails to attend the same as per defect liability period within a week from the date of intimation, it shall be got rectified by the BRBNMPL through another agency & money spent thus shall be recovered from the contractor.
- 15) **Man power:** You shall employ qualified and experienced personnel for the work. You shall be responsible for any damage that may be caused to the existing system due to (i) Lack of knowledge, (ii) Wrong operation, (iii) Mishandling, (iv) Sabotage etc. In such cases, you will be responsible for compensating any damage/accident to men / material during execution of work as per prevailing labour rules.
- 16) **Materials:** BRBNMPL shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect.
- 17) **Warranty / Defects Liability Period:** Warranty / Defects liability period against each item mentioned respectively (in the table below) from the date of Final Acceptance Certificate. The contractor shall be liable to replace/repair any defects within the warranty/defects liability period free of cost to the BRBNMPL.

1	Solar Modules	Solar Module(s) shall be warranted to be free from defects and/or failures due to manufacturing or quality of materials for a period not less than Ten (10) years from the date of acceptance of the system.
2	Solar Modules	Performance Guarantee : 90% power output at 10 years and 80% power output at 25 years.

3	Inverter	Workmanship/product replacement – 5 years. Service-10 Years
4	PV Array Installation	Structural – 25 years
5	All other components	01 Year.

- 18) **Quantum of work:** Quantities mentioned in the schedule of items are as per the prevailing condition & requirement and may vary during the execution of work. Any such variance will be accounted and paid extra as per the quoted rates. **Prior approval should be taken from BRBNMPL in case of any increase in the item and quantity other than BOQ. 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.
- 19) **Withholding of Payments:** BRBNMPL may withhold payment 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 BRBNMPL from loss on account of the following:
- Defective work pointed out by BRBNMPL and not remedied by the Contractor.
 - A reasonable doubt that the Contractor intends to leave work items incomplete.
 - Failure of the Contractor to execute the Works in conformity with the Contract Documents.
 - Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents
- 20) **Extra Items in the works:** Any extra items that are found to be necessary during the course of work, the same shall have to be executed by the contractor with prior approval and with written instruction from BRBNMPL. The rates for the same shall be derived from KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates) if it is not in the BOQ.
- 21) **Notification of Award:** BRBNMPL will issue Notification of award / LOI to the successful bidder 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 and material** and start the work on priority. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
- 22) **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.
- 23) **Safety & Security Measures:**
- Contractor shall follow all the safety rules and regulations followed by BRBNMPL, and always work with proper permit from the concern department.
 - Contractor should provide & ensure use of mandatory Personal Protective Equipment (PPE) wherever applicable like Safety Helmet, Safety Belt, Safety shoes and also other job specific PPEs and safety appliances as per standard PPE Matrix during the execution of the work. Standard of PPEs should be Indian Standard or equivalent. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
 - Non-conformity of safety by Contractor shall be treated as an offence and penalty may be decided by the authority.
 - All tools, tackles and measuring instruments which are to be used by the contractor should be tested/calibrated by 'competent person'/ institution.

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

EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by him due to the Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.

- 29) **Resolution of Disputes / Arbitration:** If any dispute arises after the issue of LOI /Work Order / **Contract** 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 Bengaluru (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.
- 30) 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.
- 31) Copies of Certificates / Documents related to GST registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-part-I.
- 32) **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.
- 33) **Clarification of Bidders:** For any clarification, bidder may contact this office on any working day during working hours before submission of tender paper. Bidder 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.
- 34) No counter conditions shall be accepted.

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

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Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

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

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

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

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

1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and

follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender document includes: -

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

the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

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

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

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

8. Pre-Bid conference

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

9. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax / e-mail / telex. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

required:

- a. Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
- b. Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- c. Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).
- d. Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. and
- e. Questionnaire as per Section XII.
- f. Manufacturer's Authorization Form (ref Section XIV, if applicable)
- g. NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.

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

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

11. Tender currencies

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

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

performed / undertaken in India.

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

12. Tender Prices

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

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

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

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

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

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

- b. Goods and Services Tax, which will be payable on

the goods in India if the contract is awarded.

- c. Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d. The price of incidental services, as and if mentioned in List of Requirements.

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

- a. The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
- b. Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c. The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
- d. The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

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

12.8 Goods and Services Tax

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

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

Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

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

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

- i) The tenderer should quote the exact percentage of GST that they will be charging extra.
- ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.

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

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

reduction in price and advise the purchaser accordingly."

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

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

12.11 Duties, taxes and other levies of Local bodies

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

In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties / Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

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

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

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

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

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

13. Authorized Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized Dealers/Distributors/Representatives who are exclusively appointed by the principal manufacturers/OEMs to represent them in the country shall be eligible to apply or to take part in the bid. One Principal manufacturer/OEM can authorize only one Dealer/ Distributor/Representative for a particular tender. Similarly, one authorized Dealer/ Distributor/Representative can represent only one Principal manufacturer/OEM in a particular tender. There can be only one bid from either: -

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

Note

- (i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.
- (ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then

- (a) the bidder should have been associated as authorised dealer/ distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and
- (b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and
- (c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.
- (iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

14. Firm Price / Variable Price

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

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

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

14.4 Subject to provisions of Clause 11 above,

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

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

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

- a. In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.
- b. The tenderer has the required financial, technical

and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

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

17. Documents establishing Good's Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be).

Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.

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

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

- a) Account Payee Demand Draft from any scheduled commercial bank in India or
- b) Banker's cheque from any scheduled commercial bank in India or
- c) Online Bank Transfer (Proof of online transfer to be submitted)
- d) Other Electronic Modes of Payment
 - Debit Card powered by RuPay
 - Unified Payments Interface (UPI) (BHIM-UPI)
 - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)
- e) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid.

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

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

19. Tender Validity

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

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

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

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

20. Signing and Sealing of Tender

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

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

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

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

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

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

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".

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

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

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put

in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

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

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

D SUBMISSION OF TENDERS

21. Submission of Tenders

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

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such

alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

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

E TENDER OPENING

24. Opening of Tenders

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

24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

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

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

unopened to the respective bidders under Registered AD / Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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

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

specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

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

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

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

determine the tender or combination of tenders offering the lowest evaluated cost for BRBNMPL in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. Comparison on CIF/FOR Destination Basis

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

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

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

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

b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

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

36. Tenderer's capability to perform the contract

36.1 BRBNMPL, through the above process of tender scrutiny and tender evaluation will determine to

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

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

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

39. Contacting BRBNMPL

39.1. From the time of submission of tender to the time

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

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

G AWARD OF CONTRACT

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

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours:

Submission of misleading / false / fraudulent information/ documents by the bidder in their bid

- i. Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.
- ii. Violation of Code of Ethics laid down in Clause 32 of the GCC.
- iii. Cartel formation or quotation of Pool / coordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
- iv. Deliberate attempts to pass off inferior goods or short quantities.
- v. Violation of Fall Clause by Rate Contract holding Firms.
- vi. Attempts to influence BRBNMPL's Decisions on scrutiny, comparison, evaluation and award of Tender.

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

45. Notification of Award

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

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

46. Issue of Contract

46.1 Within seven working days of receipt of performance security, BRBNMPL will send the

contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

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

- i. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- ii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iii. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- iv. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.

- v. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vi. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- vii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- viii. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- ix. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- x. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

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

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

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

52. Tenders involving Samples

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

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

award of the contract.

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

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

53.2 The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.

53.3 Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

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

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

53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX - "Qualification Criteria" in the SBD.

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

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

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

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

premises or were joined or attached to the material offered for sale.

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

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

54.3 Submission of Offer

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

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

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

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

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

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the

purchaser concerned only and the BRBNMPL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.

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

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

54.4 Notification of Acceptance and Award of Contract:

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

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in the form of account payee demand draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

54.5.2 If stipulated in SIT delivery would be given only in dismantled / cut-up condition.

55. Development and Indigenization Tenders:

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

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

55.3 If specified in SIT, The Tenderers may quote separately for

- i. Price / rate for bulk supply of item in development / indigenization supplies and
- ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

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

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

55.9 Quantity for Development Commitment

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

55.10 Period of Development Commitment

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

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	2	Language of Tender	To be submitted in English only.
2	3	Eligible Tenderers	No change
3	4	Eligible Goods and Services (Origin of Goods)	All the goods supplied shall be manufactured in India only
4	6	Content of Tender Documents, The tender document includes	Refer List of contents given at page 3
5	6.1 (20)	Section XX: Pre Contract Integrity pact	Not -Applicable
6	8	Pre-bid Conference	Not applicable
7	9	Clarification of Tender Documents	A Tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with BRBNMPL in writing or by fax, e-mail. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than Fifteen days prior to the prescribed last date of submission of tender.
8	12.8	Goods and Services Tax	The bidders should mention rate of GST in % and corresponding value in Rupees in the price schedule along with HSN/SAC code.
9	12.11	Duties, taxes and other levies of local bodies	No change.
10	13	Authorised Dealer/ Distributor / Representative	No change.
11	14	Firm Price / Variable Price	The price shall remain firm and fixed during the currency of the contract and not subject to variation on any account other than statutory charges.
12	18	Earnest Money Deposit (EMD)	Not applicable. However undertaking in lieu of EMD shall be given as per the

			format given at Annexure D.
13	18.5	EMD Validity	Not applicable.
14	19	Tender Validity	120 days from date of opening of tender.
15	20.4	Number of Copies of Tenders to be submitted	Single Copy only
16	20.8	Two Bid System	No Change
17	20.9	E-Procurement	Not applicable
18	21	Submission of Tenders	No Change
18	31	Qualification / Eligibility Criteria	Relaxation of norms with regard to prior turnover and prior experience for all Class I and Class II Local Suppliers, MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of quality and technical specifications.
19	33	Schedule-wise Evaluation	Not applicable
20	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	Price bid evaluation will be subject to purchase preference to MSEs.
21	42	Variation of Quantities at the Time of Award	NOT APPLICABLE
22	43	Parallel Contracts	NOT APPLICABLE
23	50	Rate Contract Tenders	NOT APPLICABLE
24	51	PQB Tenders	NOT APPLICABLE
25	52.2	Purchaser's Samples	NOT APPLICABLE
26	52.3	Pre-Production Samples:	NOT APPLICABLE
27	53	EOI Tenders	NOT APPLICABLE
28	54	Tenders for Disposal of Scrap	NOT APPLICABLE
29	55	Development and Indigenization Tenders	NOT APPLICABLE

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

Section IV: General Conditions of Contract (GCC)

Part I: General Conditions of Contract applicable to all types of Tenders

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

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, successors, authorized dealers/representatives, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;

- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract:
 - a. The consignee at his premises; or
 - b. Where so provided, the interim consignee at his premises; or
 - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
 - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

- (xvi) **PARTIES:** The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/document/standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the

product or service and comparing the same with the specified requirement to determine conformity.

- (xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment
"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
"GIT"	means General Instructions to Tenderers
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in Disposal Tenders
Incoterms	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc."	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry

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

2. Application

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

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

2.3 Other Laws and Conditions that will govern the Contract: Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 read with the Arbitration and Conciliation (Amendment) Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents

vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization

viii. Notification of award and Contract Documents

ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

4.1 The supplier shall, at all times, indemnify BRBNMPL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BRBNMPL, BRBNMPL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to BRBNMPL.

5. Country of Origin

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

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

6. Performance Bond / Security

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

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

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

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

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

taken care of by the supplier accordingly.

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

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

9. Inspection and Quality Control

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

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

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

and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.

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

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

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

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

12. Insurance:

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

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

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

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

13. Spare parts

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

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

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

14. Incidental services

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

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

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

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

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

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

- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt / Consignment note;

- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.

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

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

16. Warranty

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

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the

final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

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

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

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

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

17. Assignment

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

18. Sub Contracts

18.1 The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such

notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

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

19. Modification of contract

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

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

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

19.3 Option Clause: By a suitable provision in the SCC, the Purchaser may reserve the right to

increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

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

21. Taxes and Duties

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

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

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

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

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

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

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

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

- (a) For a contract with terms of delivery as FOR dispatching station
 - i. 60% on proof of dispatch along with other specified documents
 - ii. 30% on receipt of the goods at site by the consignee (Stores section) and balance
 - iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)
- (b) For a contract with terms of delivery as Delivery at site/FOR destination
 - i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier
 - ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

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

- (a) Cases where Installation, Erection and Commissioning (if applicable) **are not the responsibility of the Supplier** - 90% net FOB/FAS/ CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after its suitability is ascertained by the consignee (User department).
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% to 90% net FOB/FAS/CFR/CIF/ CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises

and final acceptance by the consignee (User department).

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

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

22.6 The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

22.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

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

- a) Original Invoice
- b) Packing List
- c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
- d) Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee
- e) Manufacturer's test certificate
- f) Performance / Warrantee Bond
- g) Certificate of insurance
- h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department
- i) Consignee's Certificate confirming receipt and acceptance of goods
- j) Dangerous Cargo Certificate, if any, in case of imported goods.
- k) Any other document specified.

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

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

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

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

23. Delay in the supplier's performance

23.1 The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the

contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.

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

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

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

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

- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract,

which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

24. Liquidated damages

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

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

25.1 Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in

fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

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

26. Termination for default

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

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

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

27. Termination for insolvency

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

have accrued or will accrue prior to termination or thereafter to BRBNMPL.

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

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

27.4 Escrow Arrangement

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

In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

For the purpose of this Clause, the term 'Software' shall collectively mean, the full and final version of the Software to be delivered to BRBNMPL in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the full and final version including all System Documentation and User Documentation.

The term 'System Documentation' shall mean any and all documentation used in the development and updating of the Software, including but not limited to, customer requirements and specifications design or development specifications, test and error reports, and related correspondence and memoranda. And the term 'User Documentation' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

28. Force Majeure

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

those which had occurred under any other clause of this contract prior to such termination.

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

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

29. Termination for convenience

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

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

- a. to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b. to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. Governing language

30.1 The contract shall be written in Hindi or English language following the provision as

contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

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

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

32. Code of Ethics

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

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (j) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (k) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- (l) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

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

- (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives / officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract
- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned / blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.
- (e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly

signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

33. Resolution of disputes

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

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

34. Applicable Law

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

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

35. Secrecy

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

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

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

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

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Account Payee Demand Draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private

Limited or through Online Transfer or through other Electronic Mode of Payment as mentioned in the NIT.

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

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

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

36.2.5 In case extension is granted by BRBNMPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

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

36.3 Deliveries, Delays and Breach of Contact

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in

accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of the purchaser.

The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

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

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

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.

36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser

will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.

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

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

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

36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful

for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

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

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

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.	6	Performance Security	Within 21 days after the issue of Notification of Award by BRBNMPL, the supplier shall furnish performance security to BRBNMPL for an amount equal to three percent (3%) of the total value of the contract, valid for Five Years Plus 60 days from the date of acceptance and issue of FAC.
2.	8	Packing and Marking	No change
3.	9	Inspection and Quality Control	No change
4.	11	Transportation of Domestic Goods	No change
5.	12	Insurance	No change.
6.	14	Incidental Services	No change.
7.	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No change.
8.	16.2, 16.4	Warranty Clause	Refer Warranty Clause.
9.	19.3	Option Clause	Not applicable
10.	20.1	Price Adjustment Clause	No Change
11.	21	Taxes and Duties	No change.
12.	22,	Terms and Mode of Payments	80% of supplied material Cost on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier. 20% of the balance amount (Material Cost) shall be paid after successful installation, commissioning, training & performance testing, completion of FAT and issue of FAC. Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid only after completion of FAT and issue of FAC subject to statutory deductions.
13.	24.1	Quantum of LD	No change
14.	25.1	Bank Guarantee and Insurance for Material	No change

		loaned to Contractor	
15.	30.1	Governing Language	English only
16.	33.1	Resolution of Disputes	No change
17.	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable
18.	31.1	Notices	Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or by cable or telex or facsimile and confirmed in writing.

1. Statutory Requirements:

- i) It shall be the sole responsibility of the contractor to ensure safety to all his workers.
- ii) 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.
- iii) BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
- iv) 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
- v) 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.
- vi) Statutory Deductions: Statutory deductions shall be made at source as per rule

2. Tender Evaluation:

- i) The evaluation shall be based on Overall 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) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- iv) 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 fulfillments 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.

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. 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.
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. 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
9. Conflict of Interest:
- Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
 - 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.

Section VI: List of Requirements

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in ₹)	Remarks
a	Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with net metering at BRBNMPL, Bengaluru	As per section XI PRICE Schedule	NIL	Bidder will submit bid security declaration in lieu of EMD

2. Required Delivery Schedule:

Delivery, Installation, testing and commissioning

Delivery, Installation, testing and commissioning including Net Metering shall be completed **within 90 days** from the date of issue of LOI / NOA after which LD clause shall be applicable.

3. Required Terms of Delivery & Destination:

Delivery on F.O.R basis.

The General Manager,

Bharatiya Reserve Bank Note Mudran Private Limited,

No. 3 & 4, 1st Phase, 1st Stage, BTM Layout

Bannerghatta Road, Bangalore - 560 029

Karnataka, India

4. Scope of Supply: Scope of Supply for all the items shall include:

- Equipment
- Civil work required for installation
- Installation, Commissioning & Testing including conducting FAT
- Training at BRBNMPL, Bengaluru during commissioning.
- Incidental services
- Dedicated Software with license if any
- Dedicated interfaces or hardware if any
- Other accessories considered necessary to make the proposal self- contained and complete for installation, commissioning & testing
- Approvals required if any from statutory authority / State Electricity Board / MNRE

The machine, equipment, incidental services/accessories and other auxiliaries under scope of supply shall be of the best quality and workmanship according to the latest engineering practice at the time of placement of order and shall be manufactured from materials of best quality or highest class considering strength and durability for their best performance.

The Price quoted in price Bid for the equipment should be inclusive of such services /accessories. Cost break-up showing costs of all these incidental services / accessories included in the scope of supply must be indicated in the Financial Bid in Section XI: Price Schedule. No price details should be given or hinted in technical bid.

Section VII: Technical Specifications

Tender Enquiry No.: 002/CO/LT/2021-22 dated April 16, 2021 for the work of Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) with Net Metering at BRBNMPL, Bengaluru

1. Brief Description

A Grid Connected Solar Rooftop Photo Voltaic (SPV) power plant should consists of SPV array, Module Mounting Structure, Power Conditioning Unit consisting of Maximum Power Point Tracker (MPPT), Power Optimiser and Inverter and Controls & Protections, interconnect cables and switches. PV Array should be mounted on a suitable structure. Grid connected SPV power plant shall be without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, inverters etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

Solar PV system shall consist of following equipment/components.

- Solar PV modules should consist of required number of **Mono Crystalline** PV cells.
- Grid interactive Inverter with Remote Monitoring System
- Power Optimiser
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

2. Scope of work shall include

1. Design, supply, installation, commissioning of the 40 KW on grid solar PV Power Plant and net metered system.
2. ***Installation of PV modules on three numbers of Sloped Roof (Distance between each sloped roof is around 10 metres – Sloped roof given for North Light)*** with required fixtures, Junction boxes, cables, Power Conditioning Unit and connect to the one or more LT feeders of BRBNMPL, Bengaluru.
3. **Bidders may visit the BRBNMPL, Bangalore site to know the exact requirement and site conditions before quoting for the tender. Any claim of ignorance about the system or responsibility shall not be entertained in later stage.**
4. Supply of the complete systems, including all necessary components, sub-components, spares, tools etc. Power plant shall be installed as per the specifications provided in the technical offer.
5. Making arrangements of ladder / cranes or etc. for shifting of all the items to the Roof- Top of the Main press building for installation.
6. Fabrications, supply and the installation of suitable support for the PV panels and other components whichever is required with the accessories.
7. The plant shall feed AC power to the Low Tension (LT) distribution grid power supplies.
8. The plant shall monitor solar generated energy using plant AC energy meter independent of load energy monitoring.
9. Each PV panel structure shall be incorporated one bird repellent spike at a level higher than the panel upper edge. The location of the spike should be selected for minimum shadow effect.

10. Array support structure shall be fabricated using corrosion resistant GI or anodized aluminium or equivalent metal sections. Array support structure welded joints and fasteners shall be adequately treated to resist corrosion.
11. The individual string/array combiner boxes and DC cabling shall be installed at a closer distance to PV panels.
12. The inverters shall be installed nearer to the PV panels in a weather proof cabinet.
13. One junction box (IP -65) shall be provided with bus bar arrangement at roof top to interconnect inverter output and to connect output cables to sub-station.
14. Civil work (grouting) for PV structure.
 - a. The individual Solar PV array shall be installed on existing roof top of the building using fixed PV array support structure.
 - b. PV array shall be installed in the space free from any obstruction and / or shadow by utilizing maximum space.
 - c. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
 - d. The array structure shall support SPV modules at a given orientation and absorb and transfer the mechanical loads to the roof top columns properly. All nuts and bolts shall be of very good quality stainless steel/ Cadmium coated.
 - e. PV panel frames shall be fixed and grouted to RCC blocks, which in turn shall be secured the structure in a seamless manner with no impact on waterproofing of the existing structure. Incase damages happened to the existing waterproofing then it should get repaired by the supplier. Additional waterproofing shall be provided in the areas where RCC blocks are secured, if required
15. Contractor shall provide pedestals if required for mounting of the PCU'S and control panels.
16. It is contractor's sole responsibility for liaising, Co-ordination etc., and to obtain all the approvals from the Central Electricity Authority / BESCO or any other relevant statutory bodies as required for completion of the project.
17. The bidder must also provide 2 sets of documents in English, containing detailed operation and maintenance manual, Wiring diagram and GA Drawing, after completion.
18. Training to the user for operation and maintenance of the system.
19. The quantities mentioned in schedule of items are tentative and may vary as per the site requirement. Payment shall be made as per the actual work done.
20. The contractor has to arrange all the required materials, tools and tackles, labour, transportation etc., at his own cost.
21. Contractor shall supply the miscellaneous materials like junction box, anchor fasteners, screws, bolts and nuts, cable glands and lugs etc. and carry out associated minor works for successful completion of work. Contractor shall do any other related jobs that are not mentioned above, but found necessary at the time of execution to complete the job in all respect.
22. **The contractor will be responsible for supply of any other item required to accomplish the work even if it's not stated in the BOQ.** The quantity of items such as junction box, anchor fasteners, screws, bolts and nuts, cable glands and lugs etc. may vary from the one prescribed in BOQ. **Any increase in quantity for BOQ items or any item to be supplied other than BOQ, the contractor has to obtain prior approval from BRBNMPL.** If the quantity is less than that of mentioned in the BOQ, the payment will be made at actuals.
23. The materials supplied and work executed shall comply with relevant I.S. Standard and I.E. Rules. BRBNMPL shall have the right to reject any materials and workmanship, if it is found not in conformity with specification, approved brand and terms and conditions.

24. Latest revision of all applicable IE codes, regulations shall govern the design, manufacture, installation, testing and commissioning of this work even when the requirement of the specification is less stringent than the codes, regulations and standards. In the event of requirement of the specification exceeds the corresponding codes, regulations or standards, the specification shall govern.

25. Certificate for module from IEC or equivalent to be submitted as part of the bid offer.

SOLAR PHOTOVOLTAIC MODULES

1. The PV modules used should be made in India
2. The efficiency of the PV modules should be minimum 18% and fill factor should be more than 70%.
3. Modules of **mono crystalline** type should be used.

The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-2- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS. Certificate for module qualification from IEC or equivalent to be submitted as part of the bid offer or Self-undertaking from manufacturer / supplier that the modules being supplied are as per above. The Potential Induced Degradation (PID) test for solar modules will be mandatory. It should be valid during the operational period.

4. Module shall consist of Solar Cell of minimum 5 Bus Bar technology.
5. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of monocrystalline modules of minimum 375 Watt panels with 72 cells. Module capacity less than minimum 375 watts shall not be accepted.
6. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
7. PV modules must have valid test certificate of IEC / Equivalent standard and shall meet the latest higher side specifications prescribed .
8. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
9. The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid.
10. Other general requirement for the PV modules and subsystems shall be the Following:
 - a. The rated output power of any supplied module shall have tolerance of +/- 3%.
 - b. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - c. The module shall be provided with a junction box with weather proof lid of sealed type and IP-65 or above rated.
 - d. I-V curves at STC shall be provided with the module.
11. The module should have the following minimum information laminated inside the module.
 - Made in India (to be subscribed in words)
 - Company name /logo
 - Model number (it should indicate the voltage and rated wattage of the module)
 - Serial number
 - Year of make

WARRANTY:

- a) **Manufacturer's Warranty:**

- (i) The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than Ten (10) years from the date of acceptance of the system and issue of FAC.
- (ii) Defects and/or failures due to manufacturing
- (iii) Defects and/or failures due to quality of materials
- (iv) Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option.

b) Performance Warranty:

- (i) The power performance shall not be below 90% power output at 10 years and 80% power output at 25 years.

ARRAY STRUCTURE (MODULE MOUNTING STRUCTURE):

- a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed of the wind i.e 150 Km/ Hour. Suitable fastening arrangement such as grouting and bolting should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of 150Km/ Hour. Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- g) The minimum clearance of the structure from the roof level should be 750mm.
- h) The CC foundation shall have to be designed on the basis of the weight of the structure with module and minimum wind speed of the site, i.e. 150 Km/hour. Normally, each MMS should be with minimum four legs grouted on pedestals of proper size. However, for sheds CC work will not be required. The structure shall be grouted with fasteners with chemical sealing to withstand the required wind velocity. Angle of inclination shall be as per site requirement.
 - For Pillars: Cement: Concrete: Sand Ratio: 1:2:4
 - Screws shall be grouted in the Slab of roof up to depth of 50 mm.
 - Sufficient numbers of vertical post shall be provided so that the structure may not get bent.

SPECIFICATIONS FOR INVERTER:

Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the “Power Conditioning Unit”. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter should also be DG set interactive, if necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

Parameters	Detailed Specifications
Switching devices	IGBT
Capacity	The combined wattage of all the Inverter shall not be less than the rated solar PV capacity of the power plant.
Control	Microprocessor /DSP
Nominal Voltage	230V/415V as the case may be.
Voltage range	Single Phase: Shall work from 180 Volts to 270 Volts; Three Phase: Shall work from 180 Volts to 270 Volts per phase
Operating frequency/ range	50 Hz(47to52 Hz)
Grid Frequency Synchronization range	± 3 Hz or more (shall also compatible for Synchronization with DG Set)
Waveform	Sine Wave
Harmonics	AC side total harmonic current distortion<5%
Ripple	DC voltage ripple content shall not be more than1%.
Efficiency	<ol style="list-style-type: none"> The inverters should be tested as per IEC standards/ as per latest MNRE Specification. The following criteria should be followed : The benchmarking efficiency criteria for the Grid tied (central/string) inverter <ul style="list-style-type: none"> At nominal voltage and full load is >93% For load >25% is >92%. No load losses should not be more than 5%.
Losses	Maximum losses in sleep mode: 2W per 5kW Maximum losses in stand-by mode:10W
Casing protection levels	Degree of protection: Minimum IP-21 and 22 for indoor use and IP65 certification for outdoor use
Temperature	Should withstand from 0°C to + 45 deg. Celsius
Humidity	Should withstand up to 95% (relative humidity)
Operation	Completely automatic including wake up, synchronization
MPPT	Maximum power point tracker shall be integrated in the inverter to maximize energy drawn from the array. MPPT range must be suitable to individual array voltages in power packs
Protections	Mains Under / Over Voltage
	Over current
	Over/Undergridfrequency
	Over temperature
	Short circuit
	Lightening
	Surge voltage induced at output due to external source
	Anti Islanding (for grid synch. Mode)
System Monitoring Parameters	Inverter voltage & current Mains Voltage, Current & Frequency
Recommended LCDD is play on Front Panel	Accurate displays on the front panel:
	DC input voltage
	DC current

	AC Voltage (all 3 phases, in case of 3 phase)
	AC current (all 3 phases in case of 3 phase)
	Ambient temperature
	Instantaneous & cumulative output power
	Daily DC energy produced
Communication interface	RS 485 / RS 232 Inverter shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array to the power conditioning unit/inverter should also be DG set interactive.
Power Factor	> 0.9
THD	<3%
Test Certificates	The inverter should be tested from the MNRE approved test centres / NABL /BIS /IEC accredited/48 authorized testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test

- Three phase inverter shall be used if grid supply is of three phase.
- Inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- The output of power factor of inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- Built-in meter and data logger to monitor plant performance through external computer shall be provided (Providing Computer is not part of DNIT & is in the scope of user).
- Anti-islanding (Protection against Islanding of grid): The inverter shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116/IS16169 or equivalent BIS standard.
- Successful Bidders/Supplier shall be responsible for galvanic isolation of solar roof top power plant (>100kWp) with electrical grid or LT panel.
- The inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
- The inverter should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests.
- The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

INTEGRATION OF PV POWER WITH GRID:

- The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. 4 pole isolation of inverter output with respect to the grid connection need to be provided. Solar Generation Meter(s) and bidirectional energy meter, as per KERC (Karnataka Electricity Regulatory Commission) Net Metering Regulations should also be installed in the campus/building of beneficiary.
- The solar generation meter and Bi-directional meter along with CT/PT (if required) with Surge Protection Device (SPD) should be of 0.2S accuracy class is in the scope of bidder. For LT connection the accuracy shall be as per requirement of DISCOMs.

- (iii) CEA guideline 2013 (amended from time to time) for interconnecting solar power with Grid shall be followed.
- (iv) **Certification of Islanding protection in the inverter from the manufacturer of the equipment shall be mandatory.** This shall be arranged by the successful bidder from the manufacturer.
- (v) Technical Standards for Interconnection:

Sl. No.	Parameters	Requirements	Reference
1.	Overall Conditions of Service	Reference to regulations	Conditions for Supply of Electricity of Distribution Licensees
2.	Overall Grid Standards	Reference to regulations	Central Electricity Authority (Grid Standards) Regulations 2010
3.	Equipment	Applicable industry standards	IEC standards/IS
4.	Safety and Supply	Reference to regulations, Chapter III (General Safety Requirements)	Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 and subsequent amendments
5.	Meters	Reference to regulations and additional conditions issued by the Commission.	Central Electricity Authority (Installation & Operation of Meters) regulations 2006 and subsequent amendments
6.	Harmonic Current	Harmonic current injections from a generating station shall not exceed the limits specified in IEEE 519	IEEE 519 relevant CEA (Technical Standards for Connectivity of the distributed generation resource) regulations 2013 and subsequent amendments
7.	Synchronization	Photovoltaic system must be equipped with a grid frequency synchronization device, if the system is using synchronizer inherently built into the inverter than no separate synchronizer is required.	Relevant CEA (Technical Standards for Connectivity of the distributed generation resources) regulations 2013 and subsequent amendments.
8.	Voltage	The voltage- operating window should minimize nuisance tripping and should be under operating range of 80% to 110% of the nominal connected voltage. Beyond a clearing time of 2 seconds, the Photovoltaic system must isolate itself from the grid.	Relevant CEA (Technical Standards for Connectivity of the distributed generation resources) regulations 2013 and subsequent amendments.
9.	Flicker	Operation of Photovoltaic system shouldn't cause voltage flicker in excess of the limits stated in IEC 61000 or other	Relevant CEA Regulations 2013 and subsequent if any, (Technical Standards for Connectivity of the distributed generation resource)

		equivalent Indian standards, if any	
10.	Frequency	When the Distribution system frequency deviates outside the specified conditions (52 Hz on upper side and 47 Hz on lower side up to 0.2 sec), the Photovoltaic system shouldn't energize the grid and should shift to island mode.	
11.	DC Injection	Photovoltaic system should not inject DC power more than 0.5% of full rated output at the interconnection point. Or 1% of rated inverter output current into distribution system under any operating conditions	
12.	Power Factor	While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 shall be maintained	
13.	Islanding and Disconnection	The Photovoltaic system in the event of voltage or frequency variations must island/ disconnect itself within IEC standard on stipulated period	
14.	Overload and Overheat	The inverter should have the facility to automatically switch off in case of overload or overheating and should restart when normal conditions are restored	
15.	Cable	For interconnecting Modules, Connecting modules and junction Boxes and junction boxes to inverter, DC copper cable of proper sizes shall be used. To connect inverter with AC panel aluminium cable of proper size shall be used. All the internal cables to be used in the systems shall be included in the cost while 100mtr. AC aluminium cable of proper size to be used to connect inverter to AC panel shall be included in the cost of the system.	Relevant CEA regulations 2013 and subsequent if any, (Technical Standards for Connectivity of the distributed generation resource)

JUNCTION BOXES FOR CABLES FROM SOLAR ARRAY:

The junction boxes shall be made up of FRP (Hensel or equivalent make)/PP/ABS with dust, water and vermin proof. It should be provided with proper locking arrangements.

Series / Array Junction Box (SJB/AJB) (whichever is required): All the arrays of the modules shall be connected to DCCB. AJB shall have terminals of bus-bar arrangement of appropriate size. Junction boxes shall have suitable cable entry with suitable glanding arrangement for both input and output cables. Suitable markings on the bus bars shall have to be provided to identify the bus bars etc. Suitable ferrules shall also have to be provided to identify interconnections. Every AJB should have suitable arrangement Reverse Blocking diode of suitable rating. Suitable SPD, suitable Isolation switches to isolate the DC input to Inverter has to be installed in AJB for protection purpose. Thus AJB should have DC isolator for disconnecting the arrays from inverter input. If in any case diodes, HRC Fuses, SPDs and isolators are installed in the string inverters, then there is need to install these again in AJB. If some of these safety gadgets are not installed in String Inverter it should be installed in AJB. Cable interconnection arrangement shall be within conduit pipe on saddles installed properly. Cable connection should be done in such a manner that fault findings if any, can be identified easily. The cables should be connected in such a manner that clamp meter can be comfortably inserted around the individual cables to measure the data like current, voltage etc. AJB should also be marked as A1, A2, & so on. Wherever conduits are laid on wall/roof or ground, then it should be suitably laid in cable tray or appropriate civil structure which should be at least four inches above roof/ground level.

However, if the inverter is equipped with Junction Box, the cables may be connected directly to the ports provided in the inverter and no separate Junction Box is required.

PROTECTION & SAFETY:

Both AC & DC lines have suitable MCB/MCCB, Contractors, SPD, HRC Fuse etc to allow safe start up and shut down before & after string inverter installed in the system. String inverters should have protections for overload, surge current, high Temperature, over/ under voltage and over/ under frequency & reverse polarity. The complete operation process & safety instructions should printed on the sticker & suitably pasted on the near inverters.

Inverter should have safety measures to protect inverter from reverse short circuit current due to lightening or line faults of distribution network.

Inverter should be suitably placed in covered area on a suitable platform or wall mounted or concrete platform (on rubber mat) with complete safety measure as per norms.

INVERTER/ARRAY SIZE RATIO:

- The combined wattage of all inverters should not be less than rated capacity of power plant under STC in KW.
- Maximum power point tracker shall be integrated in the inverter to maximize energy drawn from the array

AC COMBINER BOX BOARD (ACCB):

This shall consist of box shall consists of grid interface panel of good quality FRP/ suitable powder coated metal casing. One Electronic Energy Meter (0.2S Class), ISI make, Three Phase duly tested by DISCOMs (Meter testing Division) with appropriate CT (if required), of good quality shall have to be installed at suitable place to measure the power generated from SPV Power Plant, as per HERC Net Metering Regulations. Proper rating MCCB & HRC fuse and AC SPDs shall be installed to protect

feeders from the short circuit current and surges as per the requirement of the site. **Operation AC Isolator Switch of Grid Connectivity should be such that it can be switched ON or OFF without opening the ACCB.**

CABLES/WIRE:

All cables should be of copper as per IS and should be of 650V/1.1 KV grade as per requirement. All connections should be properly made through suitable lug/terminal crimped with use of suitable proper cable glands. The size of cables/wires should be designed considering the line losses, maximum load on line, keeping voltage drop within permissible limit and other related factors. The cable/wire should be of ISI/ISO mark for overhead distribution. For normal configuration the minimum suggested sizes of cables are:

Module to module/AJB	: 4 sq mm (single core) DC Cable
AJBs to MJB/DCCB/Inverter	<ul style="list-style-type: none"> • Up to capacity of 10 kWp Solar Plant, minimum 4 sq mm (Single/Double core) DC Cable, with respect to current ratings of designing • For capacity more than 10 kWp & up to 20 kWp Solar Plant, minimum 6 sq mm (Single/Double core) DC Cable, with respect to current ratings of designing • For capacity more than 20 kWp Solar Plant, minimum 10 sq mm (Single/Double core) DC Cable, with respect to current ratings of designing
Inverter to ACCB / Distribution board	AC Cable as per design & rating

CABLE TRAY:

All the cables should be laid in appropriate GI cable tray as per the requirement of the site, No cable should be laid directly on ground or wall cable tray should be laid such that there is gap of at least two inches above ground/roof/wall.

DISPLAY BOARD:

The bidder has to display a board at the project site mentioning the following:

- Plant Name, Capacity, Location, Type of Renewable Energy plant (solar), Date of commissioning, details of tie-up with transmission and distribution companies, Power generation and Export FY wise.

Danger Boards :

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

MANUAL DISCONNECTION SWITCH:

It should be provided to isolate the system from Grid which should be outside of ACCB.

AC DISTRIBUTION PANEL BOARD:

- a) AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III / IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.

- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air – insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz

DATA ACQUISITION SYSTEM / PLANT MONITORING

- (i) For systems web based remote monitoring access of which shall also be provided access to BRBNMPL.
- (ii) PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.2S accuracy class.
- (iii) String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- (iv) All instantaneous data shall be shown on the computer screen.
- (v) Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- (vi) Provision for instantaneous Internet monitoring and download of historical data shall be also incorporated.

PRIORITY FOR POWER CONSUMPTION:

Regarding the generated power consumption, in case of string inverter, priority need to be given for internal consumption first and thereafter any excess power can be exported to grid.

PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning, and grid anti-islanding as follows:

Lightening And Over Voltage Protection:

The SPV Power Plant shall be provided with lightning and over voltage protection. The principal aim in this protection is to reduce the over voltage to a tolerable value before it reaches the PV or other sub-systems components. The source of over voltage can be lightning or any other atmospheric disturbance. The Lightning Arrestor (LA) is to be made on the basis of the necessary meteorological data of the location of the projects. Necessary foundation for holding the LA is to be arranged keeping in view the wind speed of the site and flexibility in maintenance in future. Each LA shall have to be earthed through suitable size earth bus with earth pits. The earthing pit shall have to be made as per IS 3043. LA shall be installed to protect the array field, all machines and control panels installed in the control rooms. Number of LA shall vary with the capacity of SPV Power Plant & location. Number of LA should be in such a manner that total layout of solar modules should the effective coverage of LA's.

For systems up to 10 kWp the lightning arrester shall of conventional type and for above 10 kWp systems it should be of Early Streamer Emission (ESE) type.

Earthing Protection:

Each array structure of the PV yard shall be grounded properly. In each array every module should be connected to each other with copper wires, lug teathed washers addition the lightening arrestor/masts shall also be provided inside the array field. Provision shall be kept for shorting and grounding of the PV array at the time of maintenance work. All metal casing/shielding of the plant shall be thoroughly grounded in accordance with Indian Electricity Act/IE rules as amended up to date. The earthing pit shall be made as per IS: 3043. All the array structures and equipments/control systems shall be compulsorily connected to the earth, separately. Number of earthing shall vary with the capacity of SPV Power Plant & location. G.I. /Copper strips should be used for earthing instead of G.I. wires, LA should be installed to protect the array field & machines installed in the control rooms. Number of LA shall vary with the capacity of SPV Power Plant & location. Earth resistance shall not be more than 5 ohms.

Surge Protection:

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement)

Grid Islanding:

- a) In the event of a power failure on the electric grid, it is required that any independent, power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b) A manual disconnect pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked, if required, by the utility personnel

CONNECTIVITY:

The user have to take approval/NOC from the Concerned BESCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network before commissioning of SPV plant, however the supplier have to extend all technical help to the user for preparing the documents required for getting the above clearance from BESCOM.

Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement. The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code and amended from time to time. Connecting voltage shall be three phase or as per site requirement based on the availability of grid level and as per BESCOM. BESCOM may be consulted before finalization of the voltage level and system shall be designed accordingly.

SAFETY MEASURES:

The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc. All work shall be carried out in accordance with the latest edition of the Indian Electricity Act and rules formed there under and as amended from time to time.

CODES AND STANDARDS:

The quality of equipment supplied shall be controlled to meet the guidelines for engineering design included in the standards and codes listed in the relevant ISI and other standards, such as :

- i. IEEE 928 Recommended Criteria for Terrestrial PV Power Systems.
- ii. IEEE 929 Recommended Practice for Utility Interface of Residential and Intermediate PV Systems.

- iii. IEEE 519 Guide for Harmonic Control and Reactive Compensation of Static Power Controllers.
- iv. National Electrical NEPA 70-(USA) or equivalent national standard.
- v. National Electrical Safety Code ANSI C2- (USA) or equivalent national standard.
- vi. JRC Specification 503 (Version 2.2 March 1991) or JPL Block V standard for PV modules.
- vii. The inverter manufacturer should attach efficiency certificate from Independent Third party Testing laboratory i.e. IEC, TUV, SNL/ERTL & STQC. Inverter should confirm to IEC 61683 for efficiency measurements and IEC 60068 2 for environmental testing.
- viii. IEC 62116 for Anti Islanding
- ix. IEC 62109-1, IEC 62109-2 for safety
- IEC 61727 FOR UTILITY INTERFACE.

FINAL ACCEPTANCE CERTIFICATE:

The successful bidder shall establish the generation of power of minimum 150 Units per day for a period of 10 days. After successful generation of 150 Units of power for Ten days, the FAC will be issued.

COMPREHENSIVE ANNUAL MAINTENANCE CHARGES:

Comprehensive Annual Maintenance Contract shall start after one year from the date of acceptance as per Final Acceptance Certificate (FAC). The annual maintenance charges shall be quoted by the bidders for a period of 5 years. The CAMC charges quoted in the price schedule will be paid equally at the end of completion of each year. (Amount quoted divided by 5 will be paid at the end of completion of each year).

During CAMC, the bidder will check the Solar Power Plant every quarter for effective performance in line with conditions specified elsewhere in the bid document. During this period, the bidder shall be responsible for supply of all spare parts, as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc. A minimum set of spares shall be maintained in the plant itself for the entire period of CAMC which upon its use shall be replenished.

UTILITIES:

BRBNMPL shall provide a single point of connection for Water and Electricity. Successful bidder shall make arrangements to draw the same from this point. Electricity and water shall be provided free of cost.

SCHEDULE OF ITEMS AND MAKE OFFERED

Sl. No	DESCRIPTION	UNIT	Qty	Make Offered
1.1	Solar PV module (Mono crystalline) - Minimum 375 Wp each, for a total capacity of 40 KW as per specifications	Nos	Max. 107	
1.2	Grid Tied String Inverter: 415V AC, 50Hz,	Nos	As required	
1.3	Optimizer – BESSCOM Empanelled	Nos	One for every two solar panels	
1.4	Module mounting structure	Lot	1	

1.5	PVC Copper cable of suitable size (Panel to DC Junction Box), size: - 1 core, 4/ 6 sq. mm	Mts	70	
1.6	PVC Copper cable of suitable size (DC Junction Box to Inverter), size: -_1 core, 4 / 6 sq. mm	Mts	40	
1.7	PVC Aluminium cable of suitable size (Inverter to AC Junction Box Panel), size: -3 1/2core, _70 / 95 sq. mm	Mts	15	
1.8	PVC Aluminium cable of suitable size (AC Junction Box to BESCO meter Cubicle) size: -3 ½ Core, 70 / 95 sq. mm	Mts	80	
1.9	DC Junction Box (if required)	Set	2	
1.10	AC Junction Box	Set	1	
1.11	Lightning Arresters	Set	As required	
1.12	Earthing Kit (DC, AC, LA)	Set	As required	
1.13	Energy meter in LT distribution panel	Nos	1	
1.14	Miscellaneous items required for completing the installation	Lot	1	

The make offered shall be compulsorily mentioned in the table for the schedule of items and also in the price bid without which the offer is liable to be rejected.

Section VIII: Quality Control Requirements/Declaration by the tenderer

Tender Enquiry No.: 000/CO/LT/2021-22 dated April 16, 2021 for the work of Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) in BRBNMPL, Bengaluru

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

a) The items supplied under this contract shall be of following make and standards

1)	PV Array	BHEL/ RENEWSYS/ REIL/ Vikram / Tata /Emmvee/Navitas/Waaree or equivalent Indian Make Only
2)	Inverter	Solar Edge / Equivalent
3)	Optimizer	Solar Edge / Equivalent BESCOM Approved
4)	Power Conditioning Unit	SMA/ SCHENIEDER- XENTREX/ SEMICRON/ ABB/ PPS / OPS/DB Electronics or reputed brand
5)	Cables	Finolex / Polycab / Havells / or reputed make as per IS standards
6)	AC Junction Box	Rittal / Equivalent
7)	Earthing Kit	Ashlok / Equivalent
8)	Lightning Arrestor	Hex / Equivalent
9)	Switches/Circuit Breakers /Connectors Junction Boxes /Enclosures for Inverters/Charge Controllers/Luminaries	Any ISI Make

DECLARATION

We hereby declare that the equipment supplied shall meet the relevant IEC / IS / IEEE / Equivalent Standard.

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 when asked for.

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.

Dated this _____ day of _____

For & on behalf of

(Signature of authorized signatory
with date Name and designation)

Section IX: Qualification/Eligibility Criteria

Part-I: Technical Bid Criteria

The bidder should be currently in similar business and in sound financial condition.

Financial Soundness:

1. The average annual turnover of the company should be more than ₹ 7.02 Lakhs in the last three years ending 31/03/2020.
2. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2020.
3. The Net Worth of the firm should be positive and should not have eroded by more than 30% year on year in the last 3 years ending 31/03/2020.

Documents to be submitted in support of the above criteria.

- Audited / Chartered Accountant Certified P & L Account and Balance sheet for the FY 2017-18, FY 2018-19 and FY 2019-20 or IT returns as applicable.
- CA certified turnover as per the format enclosed at Annexure A – Proforma for financial certificate.

Experience Criteria:

Minimum qualification: The bidder should have executed similar works ending last date of the previous month in which the tender is floated

1. Three similarly completed works each costing not less than the amount of value of 40% of estimated value (**i.e., ₹9.36 lakhs**) in the last 7 years.

OR

2. Two similarly completed works each costing not less than the amount of value of 50% of estimated value (**i.e., ₹11.70 lakhs**) in the last 7 years.

OR

3. One similarly completed works each costing not less than the amount of value of 80% of estimated value (**i.e., ₹18.72 lakhs**) in the last 7 years.

Similar work means Supply, Installation, testing and commissioning of minimum 20.0 KW capacity Solar Power Plant.

Documents to be submitted in support of above criteria.

Work orders or performance Certificate with corresponding Work Completion Certificate indicating a) Name of Work, b) Name of Client c) Actual Value of works on completion d) Actual date of completion e) Capacity of the Solar Power Plant installed.

Note: Relaxation of norms with regard to prior turnover and prior experience for all Class I and Class II Local Suppliers (Under Make In India), MSEs and Start-ups [whether MSEs or otherwise] subject to

meeting of quality and technical specifications. **However, they should have executed supply and installation of at least one Solar Power Plant irrespective of Value or Wattage.**

General Criteria:

- i. Proof of Registration with GST, and PAN.
- ii. The declaration having not blacklisted by BRBNMPL / Government of India / Public Sector Undertakings and Confidentiality Statement as given below, shall be signed and submitted as part of Technical Bid.

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

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

The following documents may also be submitted along with the bids:

- (i) The intending bidders shall submit all technical details, product catalogues, specifications etc of the proposed systems offered for evaluation.
- (ii) The address /contact details of the office / authorized dealers who will be responsible for after sales service / maintenance shall be clearly mentioned.

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

- (a) The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
- (b) Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions
- (c) Applicant will absolve the purchaser against any infringement of patent right and other contract provision.
- (d) Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
- (e) The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party

Confidentiality Statement

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

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Declaration

We confirm that that our firm has not been debarred by BRBNMPL / Government of India/ any Government Agency in the past 5 years ending as on date.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Section X: Tender Form

Date:

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

Ref: Your Tender Enquiry No:

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

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

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

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

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

Dated this _____ day of _____

For & on behalf of

(Signature of authorized signatory
with date)

(Name and designation)

Section XI: Price Schedule

Sub: Price Bid for “**Design, Supply, Installation, Commissioning and Testing of 40 KW Solar Photovoltaic Power Plant without Battery Bank (Grid Interactive) in BRBNMPL, Bengaluru**”

Reference: Your Tender No.: **002/CO/LT/2021-22** dated 16/04/2021

We have received your tender enquiry cited and are pleased to enclose the following as our commercial bid for your kind consideration.

Sl. No.	Description	Unit	Qty (A)	Make offered	Unit Rate Rs – (B)	GST @ ----% (C)	Unit rate incl GST (D)= (B) + (C)	Total Amount in Rs (E) = (A) X (D)
1	Solar PV module -- Minimum 375 Wp each, for a total capacity of 40 KWp as per specifications	Nos	Max. 107					
2	Grid Tied String Inverter: 415V AC, 50Hz, (Capacity: Inverter 1: _____ Inverter 2: _____)	Nos	As required					
3	Optimizer – BESSCOM Empanelled – One for two panels	Nos	Max 54					
4	Module mounting structure	Lot	1					
5	PVC Copper cable of suitable size (Panel to DC Junction Box), size: - 1 core, 4/ 6 sq. mm	Mts	70					
6	PVC Copper cable of suitable size (DC Junction Box to Inverter), size: - 1 core, 4 / 6 sq. mm	Mts	40					
7	PVC Aluminium cable of suitable size (Inverter to AC Junction Box Panel), size: -3 1/2core, 70 / 95 sq. mm	Mts	15					
8	PVC Aluminium cable of suitable size (AC Junction Box to BESCOM meter Cubicle) size: -3 ½ Core, 70 / 95 sq. mm	Mts	80					

9	Cable Tray	Mtrs	As required					
10	DC Junction Box (if required)	Set	1					
11	AC Junction Box	Set	As required					
12	Lightning Arresters	Set	As required					
13	Earthing Kit (DC, AC, LA)	Nos	1					
14	Energy meter in LT distribution panel	Lot	1					
15	Miscellaneous items required for completing the installation – Detailed BOQ to be given in a separate sheet	Lump sum	1					
16	Liaising charges with BESCOM / other agencies if any	Lump sum	1					
17	Erection, installation and commissioning charges for 40Kw Solar Power Plant	Lumps um	1					
18	Annual Maintenance Charges for 5 years from the date of acceptance.	Lumps um	1					
19	GRAND TOTAL							

Total Amount in Words Rupees----- only

We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions.

Thanking you,
Yours faithfully,

Seal

()
Name & Signature with date.

Note: Contractor shall abide by the following conditions. Otherwise, price bid shall be summarily rejected.

L1 determination of Bids

The bidders shall be evaluated and compared on the overall cost quoted (**Overall L1**); total mentioned at SI No. 19 which includes, Supply, Liasing, Installation & Commissioning and Annual Maintenance Charges.

Important Points

1. Applicable tax deduction at source will be made for installation and commissioning charges.
2. Price with condition(s) shall be liable to be rejected.
3. Price should be quoted strictly as per the above format or else it is liable to be rejected.
4. Prices should be all inclusive.
5. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
6. 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/Press and is firm.
7. 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.
8. We confirm that tendered item will be supplied as per specification and tender conditions.
9. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
10. If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
11. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to clause 9 and 10 above.
12. If, as per the judgment of BRBNMPL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post / email. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

General Note:

- i) 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) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- iv) 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.

Signature of Supplier with Name of the Firm:

Date:

(Authorized signatory with name and date)

Place:

Office Seal/Stamp

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.

S1 N	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		
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		
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	Have your enclosed following Documents/Attachments; (a) EMD /Tender fee are attached with tender documents and proof of documents for eligibility in Part-I bid envelop? (b) Price bid document in separate second envelop and sealed properly? (c) Put above two envelop in to a third envelop written tender No, name of work, Addresses etc.? (d) 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		

1. 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: (If applicable)
 - vii. Bankers and their Address:
 - viii. Whether falling within MSME? (Micro, Small and Medium Enterprise), if so please furnish documentary evidence to this effect.
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. Audited balance sheet for previous THREE years i. e. for the financial year ending March 2018, March 2019 & March 2020.
 - d. Copy of Registration certificate under MSME (if applicable)
 - e. 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.

.....

(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 XIII: 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 XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No dated

We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at hereby authorize Messrs (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....

.....

[signature with date, name and designation]

for and on behalf of Messrs.

(name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

Section XV: 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
--------------	---------------------------------------	-----------------	-------------------------	---------------------	-------------

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:

Section XIX: Proforma of Bills for Payment
(PM/SBD/009)
(Refer Clause 22.6 of GCC)

[Name and Address of the Firm]

PAN :..... CIN : XXXXXXXXXXXX (as per Company law)

[Regd. Office address] (as per Company law)

[Address of place of business under GST]

GSTIN of the respective place of business:.....

Bill No.....

Dated.....

Purchase order No.....

Dated.....

[Name and address of the consignee]

Place of supply: name of the city, name of the state

Sl. No.	Authority for purchase	Description of Stores	HSN/ SAC	Number or quantity	Taxable value	Rate/ Price	Taxable value
Total							

1. Applicable CGST, SGST, IGST and UTGST Amount
2. Freight (if applicable)
3. Packing and Forwarding charges (if applicable)
4. Others (Please specify)
5. PVC Amount (with Calculation sheet enclosed)
6. (-) deduction/Discount
7. Net amount payable (in words Rs.)

Dispatch detail RR No./other proof of dispatch..... Dated..... (enclosed)

Inspection Certificate No..... Dated..... (enclosed)

Income Tax Clearance Certificate No..... Dated..... (enclosed)

GST Registration certificate..... (enclosed)

(If it is already being collected, the same may be ignored)

Place and Date.....

Received Rs. (Rupees).....

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

Signature and Stamp of Supplier

Signature and Stamp of Contractor

Proforma of Financial Turnover Certificate

Certificate

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

1.1.1 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 as per tender for last 03 completed years (considered up to 31st March 2020). 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
2017-18			
2018-19			
2019-20			
Total			

The above information is based on the audited accounts

Place:

Date:

Seal:

Signature of the CA with Membership No.

NATIONAL ELECTRONIC FUND TRANSFER

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

Name of the Scheme and the periodicity of payment

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....) Signature of the authorized official of the Bank

Annexure C

Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM

(To be filled in the Company letter head)

Date:

Sl No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I local supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I local supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor/ authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.
	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	In case you are both a valid MSE bidder and	<input type="checkbox"/> MSE

Sl No	Particulars	Details
	Class-I local supplier (Make in India Policy), please give your preference. (Please tick any one)	<input type="checkbox"/> Class-I local supplier
	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender
<p>Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.</p> <p>I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.</p>		

A. Categorisation of MSE/SC-ST & Women Vendors

1. In case of Micro/Small scale Enterprises, kindly attach Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/Acknowledgment.
2. SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

B. Categorisation of Start-up Companies

Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India and his eligibility shall be valid as on bid closing date.

C. Declaration in case of MSE Bidders / Start-up Companies

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs) / Start-ups, we hereby declare as under: -

- a. We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b. We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- c. MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d. We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.
- e. We are a Micro / Small Enterprise which is owned by SC-ST/women entrepreneurs and we are

submitting valid documentary evidence for the same.

D. Declaration in case of entities seeking purchase preference under Make in India Policy

We have read carefully the terms and conditions for availing the benefits of purchase preference under Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content along with details of the location(s) where local value addition is made as mentioned in this document are enclosed.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.

.....
Authorized Signatory
(With Company Seal & Signature)

(To be submitted on the Bidder's Company's Letterhead)

BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT

To,
The General Manager
BRBNMPL,
Bengaluru

Sub: Submission of Bid Security Declaration in Lieu of Earnest Money Deposit against
Tender no.for
.....

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned
“Tender/Work” from the BRBNMPL Portal.

2. I/We understand that according to terms and conditions of this tender, bids must be
supported by a bid security, which may be in the form of Bid Security Declaration.

3. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the
period of validity or if I/We are awarded the contract and I/We fail to sign the contract (NoA
/ LoI / P.O. / W.O. / Agreement etc.) or to submit a performance security before the deadline
defined in the request for bids document then I/We will be suspended for the period of 1
(ONE) years from being eligible to submit Bids to BRBNMPL, Salboni.

4. I/We understand that this Bid Security Declaration shall cease to be valid under the
following circumstances:

- i. I am/we are declared ineligible/ unsuccessful or
- ii. I am/ We are declared as successful bidder and I/we have furnished the
Performance Security and Signed the Contract within the stipulated time.

Place: _____ Signature: _____

Date: _____ Name: _____

Designation: _____ Authorized Signatories Seal

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