

**BHARATIYA RESERVE BANK
NOTE MUDRAN PRIVATE LIMITED**
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar, Mysuru 570003
Phone: 0821-2582905, 2582915, 2582925; FAX: 0821- 2582099
Website: www.brbtnmpl.co.in ; Email: mysorepress@brbtnmpl.co.in

**Not Transferable
Security Classification: Non-Security**

TENDER ENQUIRY No.004/MYS/CIVIL/2020-21

**TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT
OF RAILWAY SIDING AT BRBNMPL, MYSORE
NATIONAL COMPETITIVE BIDDING**

By Speed post / Courier service/Downloaded from website

BNM No.: / (M) 19.01.01/2020-21	Last Date & Time for submission of tender:	06/06/2020 up to 14:30 HRS
Dated: 05/05/2020	Tender opening Date & Time:	06/06/2020 up to at 15.00 HRS
Cost of Tender form: Rs.500/- (If downloaded from website) which is exempted for MSEs and Startup companies	Earnest Money Deposit (EMD)	Rs.62,000/- (Rupees Sixty-two Thousand only) which is exempted for NSIC/ DGS&D, MSEs and Startup companies

This tender document contains: 77 Pages

The tender document is sold to/downloaded by [Name of bidder]:

M/s. _____
Address _____

Details of Contact person/s in BRBNMPL regarding this tender:

Name: S K Chaurasia Designation: Assistant General Manager E-mail : skchaurasia@brbtnmpl.co.in	Name: K Krishna Designation: Assistant General Manager-PP E-mail : kkrishna@brbtnmpl.co.in
Phone: 0821-2469 008 /2469 029 Fax : 0821-2582 099	
Note: All Official correspondences related to above tender are to be address to the head of Unit along with tender reference No. as follows The General Manager Bharatiya Reserve Bank Note Mudran Nagar Note Mudran Nagar, Mysuru - 570003	

CHECK LIST

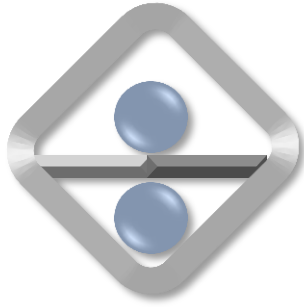
(Please fill this check list and attach with technical bid)

Sl.No	Description	Enclosed	Remarks
1	DD for Rs.500/- which is exempted for MSEs and Startup companies	Yes/No	
2	DD for EMD which is exempted for NSIC/DGS&D, MSEs and Startup companies	Yes/No	
3	Tender Document Section I to Section XVII and Section X duly signed and sealed	Yes/No	
4	Technical Bid –Section XII (Duly filled, signed with seal)	Yes/No	
5	Confidentiality Statement & Declaration–Annexure-A duly filled and signed	Yes/No	
6	Balance Sheet and Profit & Loss statements certified by chartered Account as proof for Financial Soundness	Yes/No	
7	NATIONAL ELECTRONIC FUND TRANSFER and Authorization form for encashment of Fixed Deposit	Yes/No	
8	PAN Card copy	Yes/No	
9	Copy of GST registration certificate	Yes/No	
10	Price bid is considered for material, labour charges, Transportation charges, all statutory levies, duties, laying, freight, handling, loading, unloading charges, delivery at BRBNMPL Press or any other charges to complete the work etc .	Yes/No	
11	EMD & Tender Fee in one sealed cover-[Part I]	Yes/No	
12	Technical Bid in one sealed cover – [Part I]	Yes/No	
13	Price Bid (Section XI) in separate sealed cover – [Part II]	Yes/No	
14	All the three sealed covers (Sl. No-11, 12 &13) in one sealed cover	Yes/No	
15	Whether MSE exemption claimed	Yes/No	
16	Whether Startup exemption claimed	Yes/No	

Seal and Signature

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SECTION- I: NOTICE FOR INVITING TENDER (NIT)

BNM No. / (M) 19.01.01/2020-21

Date: 05/05/2020

M/s.....

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TENDER ENQUIRY No. 004/MYS/CIVIL/2020-21

TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF RAILWAY SIDING AT BRBNMPL, MYSURU.

Dear Sir/Madam,

The General Manager, BRBNMPL, Mysore invites sealed tenders in the enclosed formats under two bid system (Technical bid and Price bid) for Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore as per details given below:

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit	Remarks
1	Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore. (Non-Splitable) As per Bill of quantities and scope of work mentioned at Section-VI, VII, & XI.	As per BOQ	Rs.62,000/- (Rupees Sixty-two thousand only)	Estimate Value: Rs.31,00,000/- (Rupees Thirty-one lakhs only)

2. SALIENT FEATURES OF TENDER FORM

S. No.	Description	Details
1	Tender No.	TENDER NO: 110/MYS/CIVIL/2020-21
2	Tender Date	05/05/2020
3	Name of the Work	Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore
4	Estimated Value	Rs.31,00,000/- (Rupees Thirty-one lakhs only)
5	Earnest Money deposit	Rs.62,000/- (Rupees Sixty-two thousand only) in the form of Demand Draft/Banker's Cheque/Fixed Deposit along with authorization form enclosed in Annexure E (subject to encashment) favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru. EMD is exempted for NSIC/ DGS&D, MSEs and Startup companies.
6	Cost of Tender Form	Rs 500/- (Rupees Five Hundred Only.) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru. Tender Form cost is exempted for MSEs and Startup companies
7	Last date of sale of tender forms	One day before the date of submission and closing up to 14.00 Hrs. (In case holiday falls on that day it shall be last working day).
8	Last date of submission/closing of the tenders	14.30 hrs. on 06/06/2020
9	Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Shri. S K Chaurasia, AGM (Civil Maint) and K Krishna, Assistant General Manager-PP
10	Date of opening of Technical bid	15.00 hrs. on 06/06/2020
11	Date of opening of price bid	Shall be communicated to the eligible bidders.
12	Validity of tender	120 days from the date of opening of the tender, which can be further extended for another 30 days.
13	Date of Commencement	As mentioned in LOI/Work Order
14	Tenure	The tenure of the AMC shall be one year initially. At the end of tenure, on satisfactory performance of the contract, the contract may be renewed on yearly basis for further period up to a maximum of two years.(Total Tenure of 03 years)
15	Liquidated Damages	At the rate of 0.5% (half percent) of the contract value per week of delay, up to maximum of 10% (Ten percent) of the contract value.

16	Defect Liability Period	02 months
17	Performance Security deposit/Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL	Successful Bidders has to submit B.G. as performance security for 10% (Ten percent) of the tendered amount in the prescribed format mentioned at Section: XV.
18	Release of security deposit / RM	After expiry of defects liability Period/Completion of contractual obligations including warranty obligations.
19	Period of submitting the final bill by contractor	Maximum period of two months from the date of completion.
20	Terms of contract and specifications	As per schedule.

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website <https://www.brbnmpl.co.in> for further details.
4. Cost of Tender Form: Tender Documents can be purchased from our office up to one day before the last date of submission of the tender up to 14.00 hrs during working hours against payment of Rs. 750/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form is Rs.500/- which has to be submitted in the form of DD in the envelope containing Earnest Money Deposit. The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection.
(Tender Form cost is exempted for MSEs and Start-up companies)
5. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
6. 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.

For and on behalf of BRBNMPL,

(S K Chaurasia)
Assistant General Manager

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

1. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 Hrs. One day before the last date of submission (In case holiday falls on that day, it shall be last working day) against payment of Rs.750/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Mysuru on any scheduled bank payable at Mysuru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form of Rs. 500/- in the form of DD/Pay Order/Bankers Cheque should be submitted in the envelope containing Tender Fee. The offer of the tenderers who do not submit the cost of the Tender Document downloaded from the website shall be liable to be rejected. Issuance of tender paper shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.

(Tender Form cost is exempted for MSEs and Start-up companies)

2. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
3. **Tenure of Contract:** The tenure of the AMC shall for one year initially which may be extendable for further two years (one year at a time) i.e a total of 3 years at the end of tenure on satisfactory performance of the contract. However, extension of the contract may be effective at the discretion of BRBNMPL based on the performance of the contractor. In Case the Contract is to be extended beyond 3 years of Tenure, the same will be done with mutual consent of the Contractor.
4. **EMD:** An EMD of **Rs.62,000/- (Rupees Sixty-two thousand only)** is payable in the form of Demand Draft/Banker's Cheque/Fixed Deposit along with authorization form enclosed in Annexure E (subject to encashment) drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysuru drawn from any scheduled Commercial Bank in India, payable at Mysuru. Please refer GIT Clause 18 under Section II, in case EMD is not submitted along with the tender (Technical Bid Part – I), the offer will be liable for rejection.

(EMD is exempted for NSIC/ DGS&D, MSEs and Start-up companies.)

5. **Price:**
 - a. The contractor has to quote his most competitive price considering all the factors involved in the **Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore** and the price shall be all-inclusive. 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 Goods and Service tax for which documentary proof should be attached for claiming escalation, if any.
 - b. The contract price should be based on the scope of work, manpower required and shall include inter-alia, salary, allowances, ESIC payment, PF payment, Bonus payment, leave with wages, Gratuity, insurance, charges for uniform and safety shoes, conveyance, canteen allowance/food allowance & overtime wages if any, depreciation,

repair & maintenance cost of equipment deployed etc. , Work Contract Tax/GST & all other charges & overheads for captioned AMC services with reference to the Scope of work at Section – VI & VII.

- c. The contract is a labour contract and the contractor should ensure strict compliance of all statutory obligation and rules during the tenure of the contract including payment of minimum wages, registration of engaged labours to ESIC and PF and payment thereof, Bonus payable, leave with wages, gratuity, insurance, charges for uniform and safety shoes etc.
 - d. **The estimate has been arrived considering 26 working days in a month. However, the payment shall be released as per statutory rules applicable.**
 - e. In case of any revision in the minimum wages payable to the worker of the contractor, BRBNMPL will reimburse the differential wages at actual & statutory contribution thereon on submission of proper documentary proof of payment of the revised wages. GST as applicable will also be reimbursed on above payment.
 - f. Quoted rate of wages should not be less than minimum wages as prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, New Delhi from time to time.
 - g. The rates quoted in the commercial bid shall be inclusive of PF/ESI/Bonus contributions, which shall be made for the workers employed by the contractor on being successful in the tender. You have to submit a copy of the ESI/PF challan along with the wage sheets of the persons employed, with bills.
6. **Optional Quantity/Additional Work order:** Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; contractor shall not claim any extra rate on this account. BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates.
7. 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 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).
8. Tender Evaluation:
- i) **The evaluation shall be based on L1 basis considering the Total Cost including GST.** However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
 - ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
 - iii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature.
 - iv) In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation. All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

9. Payment Terms:

Payment shall be made on monthly basis only on satisfactory compliance of all the tender/work order/agreement conditions stipulated and performance of the job satisfactorily. The successful tenderers shall raise monthly bill within 5th day of succeeding month for releasing payment after fulfilling the entire necessary statutory requirement. The bill should be submitted along with the certified copy of Attendance register, Wage register, valid ESI & PF challans supported by statement (ECRs) for having paid/remitted the contributions and also produce the original records along with the certifying authorities for verification and return. The contractor has to mandatorily ensure payment of wages to the labours engaged on or before 7th of every month.

Deductions: Statutory deductions shall be made at source as per rule

The Payment against uniform, safety shoes will be released on succeeding month on submission of documentary evidence. The contractor should pay the Bonus payment as per the provisions of payment of Bonus Act, 1965 and amendments thereafter to the labourers. However, the contract period is completing in between the financial year, the contractor has to make the payment within one month from the date of completion of the contract and submit the documentary proof (in form C) for releasing of payment. Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under the work order/contract. Such amounts shall be decided by the BRBNMPL and shall be binding on the contractor.

Final Bill: At the end of the contract period, the contractor shall submit the Final bill along with “No claim certificate” and should hand over the site in tidy and clean condition to BRBNMPL. The final bill shall be submitted within a time frame of 2 months from the date of completion of the work.

10. Please send your competitive bidding in sealed cover super scribed as “**Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore**” against Tender Enquiry No. **004/MYS/CIVIL/2020-21 dated 05/05/2020 to reach us on or before 14.30 hrs. on 06/06/2020** at BRBNMPL, Mysore with the following separate sealed covers inside:

- a. The First sealed cover super scribed as **Part-I Techno-commercial offer against the Open Tender Enquiry No. 004/MYS/CIVIL/2020-21 dated 05/05/2020** should contain all the Technical details offered by the tenderer including Tender Fee, EMD amount and complete set of tender documents except Price Bid. No information regarding price should be mentioned in this part.
- b. The second sealed cover super scribed as **Part-II PRICE BID against Open Tender Enquiry No. 004/MYS/CIVIL/2020-21 dated 05/05/2020** should contain only Section XI – Price Schedule exactly as per Proforma duly filled and signed.
- c. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
- d. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be

responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.

11. The Technical (Part I) tenders will be opened at 15.00 hrs on 06/06/2020 in the presence of available tenderers or their authorized representatives. Subsequently vendors who have qualified in technical bid shall be intimated of the opening of the Price Bid. In the second stage, the financial bids of only the technically acceptable offers 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.
12. Clarification of Bidders: For any clarification bidder may contact on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained. Our contract numbers are: 0821-2469008 /2469029.
13. **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 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).
14. **Notification of Award:** BRBNMPL issue Notification of award / LOI to the successful bidders who qualify and become lowest bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
15. **Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Order Value by way of DD/BG, valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV.). Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.
16. **Contract Agreement:** A formal agreement has to be executed between the contractor and BRBNMPL on Rs.100/-Non-judicial stamp paper (02 Nos) purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XV. 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.

17. **Liquidated Damages:** If the supplier fails to deliver any or all of the goods 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 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). [Please refer GCC Clause 24 under Section IV].
18. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender
19. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
20. If the tenderer is registered under DGS&D/NSIC, New Delhi they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/NSIC, New Delhi. Tenderer registered with NSIC/DGS&D are eligible for exemption of only EMD. **As regarding SD, the tenderer who are registered with DGS&D /NSIC should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-Part-I.**
21. Copies of Certificates / Documents related to GST Registration, PAN etc., to be provided along with the Technical Bid-Part-I.
22. **Other Instructions:**
 - a. A tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The Rates and total amounts should be rounded off to nearest Rupees value. In case of discrepancy between the rates in words and figures the rate quoted by the tender in words shall be taken as correct.
 - b. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.
 - c. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Asst. General Manager, Civil Maint. Contact ph. 0821-2469008 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
 - d. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.

- e. Please note that the contractors who have worked earlier with BRBNMPL, Mysore and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
- f. Agencies those who are not empanelled with BRBNMPL, Mysore are requested to kindly download the vendor registration form from the website and submit the same along with registration fees of Rs.500/- before submitting the tender documents.

23. No counter conditions shall be accepted.

24. Rights of the Company:

- a) The Company is not bound to accept the lowest or any tender or to assign any reason for such non-acceptance.
- b) If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to terminate the contract and forfeit the EMD / Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original contractor.

25. All terms & conditions of this NIQ shall be treated as part & parcel of the contract.

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. **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 days' 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.

28. Resolution of Disputes / Arbitration: If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Mysore (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us.

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

SECTION II: GENERAL CONDITIONS OF TENDERERS (GIT)

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

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 fulfill 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 documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
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 XVI I: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
19. Section XIX: Proforma of Bills for Payments
- 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 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 tender.
- 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 19.19.4) 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 17.17.3 of GIT).

- d) Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.18.2 for claiming exemption from payment of earnest money. and
 - e) Questionnaire as per Section XII.
 - f) Manufacturer's Authorization Form (ref Section XIV, if applicable NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.
- 10.2 A tender, that does not fulfill 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. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only,
- 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 and that for goods 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, 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 all taxes and duties like sales tax, VAT, custom duty, excise duty etc. 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) Any sales or other taxes and any duties including excise duty, 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 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:

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. 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 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty 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 excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Sales Tax/ VAT/ CST/ GST:

If a tenderer asks for sales tax/ VAT/ CST/ 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 Wherever Value Added Tax is applicable, the following may be noted:

- i) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii) The tenderer while quoting for tenders should give the following declaration:
"We agree to pass on such additional set off/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 VAT scheme by way of reduction in price and advise the purchaser accordingly."
- iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: We hereby declare that additional set offs / 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 Octroi and Local Taxes:

Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax 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 excise duty, custom duty, sales tax etc. 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 and hence would not be reimbursed.

12.14 Customs Duty:

In respect of imported stores 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, the 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. Indian Agent

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement
One manufacturer can authorize only one agent/ dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from
- a) The principal manufacturer directly or one Indian agent on his behalf
- b) The foreign principal or any of its branch/ division
- c) Indian/ Foreign Agent on behalf of only one Principal.

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 F.E. 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 agent 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.
 - d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing Good's Conformity to Tender document

- 17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2 In case there is any variation and/ or deviation between the goods & services prescribed by BRBNMPL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.3 If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BRBNMPL in this regard.

18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along

with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderers 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 DGS&D or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC as the case may be).
- 18.3 The earnest money shall be denominated in Indian Rupees.
- 18.4 The earnest money shall be furnished in one of the following forms:
- Account Payee Demand Draft or
 - Fixed Deposit Receipt or
 - Banker's cheque or
 - Bank Guarantee, only in the case of Global Tender
- The demand draft, Fixed Deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favor of Account specified in the Clause 3 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.
- 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, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 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 upto 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 upto 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 upto 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.
- As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - As Partner (s) of the firm;
 - as Director, Manager or Secretary in case 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 upto 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;
- Tender is unsigned.
 - Tenderer is not eligible.
 - Tender validity is shorter than the required period.
 - Required EMD has not been provided.
 - Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
 - Tenderer has not agreed to give the required performance security.
 - Goods offered are sub-standard, not meeting the required specification etc.
 - Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
 - 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 copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, BRBNMPL will convey its observation suitably to the tenderer by register! 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 B.C. 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 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 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 manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, 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 Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavor 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 technically 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. i.e. Normally there should be no negotiation. 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 proprietary basis
- ii. Items to be procured are supplied by only a limited sources of supply
- iii. Items 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 misdemeanor 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 administration 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

No variation of quantities at the time of awarding the contract.

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 Misdemeanors

44.1. Following would be considered serious misdemeanors:

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

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

45. Notification of Award

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are for dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

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

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

52. Tenders involving Samples

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

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

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

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

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

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

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

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

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

terms and conditions herein under.

54.3 Submission of Offer:

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

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

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

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

54.3.5 Commercial tax / terminal tax, Octroi, municipal tax or any other taxes / duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and sales / commercial tax registration number 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 Sales Tax must submit copies of their Registration certificate of concerned authority 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 (Hi). 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 bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer 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 form of Bank draft drawn on any nationalized or recognized bank in favor of same authority as mentioned above. 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.

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

55.3If 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.

55.4L1 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.

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

55.6The 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.

55.7However, in case the requirement is meager 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.

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

55.9Quantity 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 area.

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

PART II: ADDITIONAL GENERAL INSTRUCTIONS APPLICABLE TO SPECIFIC TYPES OF TENDERS:

1. Compliance of Security Norms:

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

2. Safety & Security Measures:

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

- j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- k) BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes. The Contractor shall not allow any visitor to the site without the prior written approval of BRBNMPL
- l) Contractor must ensure that the number of labours/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- m) Gate passes for all the workers shall be applied in the prescribed Gate Pass Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.

S. No	Name of Person	Father name	Age	ESI No/Workman Compensation Policy No	Present Address	Permanent Address	Identification Mark	Signature of the Individual
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The following statement also has to be signed by the Contractor.

“It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of BRBNMPL and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of Director, GM, DGM and any Executive of the company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period.”

The Format may be collected for applying the Gate pass from the concerned Section:

- i) The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. The contractor shall submit this certificate or receipt of submission. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the contractor.
- ii) On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
- iii) BRBNMPL reserves the right to get the antecedents of the employees of the contractor verified through police. 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.

3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
4. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
5. The calculations made by the tenderer should be based upon probable quantities of several items of work, which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not a lump sum contract.
6. The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.
7. **Statutory requirements:** The Contractor should comply with all statutory provisions as applicable such as but not limited to:-
8. 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.
9. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the **Employees Provident Fund (Miscellaneous Provision) Act, 1952**, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act 1948, prescribed by Ministry of labour & employment, office of the Chief labour Commissioner. Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India.
10. The contractor has to obtain insurance coverage to all his employees under **Workmen Compensation Policy during the full tenure of the contract to address the liability under Workmen's Compensation Act 1923**. The same has to be submitted before commencement of work. The sum insured per labour is to be calculated as per extant rule in this regard. The BRBNMPL, as a principal employer, shall enforce the provisions of these Acts.

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

SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	1,2,3,4,5, 6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Interested bidders may visit our plant with prior intimation to visualize & understand the tendered items.
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18 18.4(b)	Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DGS&D (or) NSIC registration certificate without fail along with their techno-commercial offer. EMD exemption for DGS&D (or) NSIC registered firm. Cost of tender to be submitted.	The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period under MSE's, Start-up (Make-in-India scheme), with DGS&D or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. Also MSME agencies are exempted from payment of tender fee. In case the tenderer falls in these categories. The bidder should furnish certified copy of its valid registration

			certificate ensuring that it matches with tendered item, along with their technical offer for claiming exemptions under this clause.
8	19	Tender Validity (120 days from date of opening of Techno-commercial bid)	No Change
9	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : One copy only (duplicate copy not required) 20. 9: E procurement: Not permitted.	No change
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	No Change
14	35 to 36	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract.,	In addition to GIT Clause 35 & 36, Price bid evaluation will be based on overall (L1) quoted price basis from eligible bidders.
15	37 to 49	Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts,	No Change

		Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	
16	50 to 55 excluding 52.2	Rate Contract Tenders, PQB Tenders, Tenders involving Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE's)

As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification issued in March 2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India and subsequent Micro and Small Enterprises (MSEs) Amendment Order, 2018 Amendment order, 2018 dated 09.11.2018, MSEs must be registered in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

I. Relaxation for Micro and Small Enterprises(MSE): Relaxation for MSE regarding submitting Tender fees, Earnest Money Deposit, prior experience, prior Turnover Criteria issued by Govt. of India, Ministry of Micro, Small & medium Enterprises, New Delhi and further amendments, if any subject to the certificate provided should valid till tender validity period as per the following references-

- a) Policy Circular No.1(2)(1) 2016-MA dated 10.03.2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi.
- b) O.M.No. F.20/2/2014-PPD (Pt.) dated 25.07.2016 of Under Secretary to GOI, MOF, Department of Expenditure Procurement Policy Division, New Delhi.
- c) O.M.No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 of Under Secretary (PPD) to GOI, MOF, Department of Expenditure Procurement Policy Division, New Delhi.
- d) Price Preference to MSE is applicable to this tender vide Ministry of Micro Small and Medium Enterprises letter no. D.O.21(1)/2011-MA dt.25/04/2012.

II. Purchase Preference:

- i) Issue of tender document to MSEs free of cost
- ii) Exemption to MSE's from payment of EMD
- iii) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.

- iv) In tender, participating micro and small enterprise quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprise shall be allowed to supply up to 25% of the total tendered value. In case of more than one such micro and small enterprise, the supply shall be shared proportionally (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSES owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSES owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSES in case of non-availability of MSES owned by SC/ST entrepreneurs/MSES owned by women.
- v) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- vi) In case tendered item is non-split able or non- dividable (specified in Bid Data Sheet/Bill of Quantity/Price schedule), MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.
- vii) 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 him after matching the L1 price of the tender.
- viii) 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 and so on.
- ix) In case, none of the MSE's in the price band L1+15% agree to match the L1 price, then the contract shall be awarded to the original L1 bidder.
- x) For more clarity in this regard, following table is furnished;

xi) Type of Tender	xii) Price quoted by MSE	xiii) Finalization of tender
xiv) Can be	xv) L1	xvi) Full order on

Split		MSE
xvii) Can be Split	xviii) Not L1 but within L1+15%	xix) 20% order on MSE subject to matching L1 price
xx) Cannot be Split	xxi) L1	xxii) Full Order on MSE
xxiii) Cannot be Split	xxiv) Not L1 but within L1+15%	xxv) Full Order on MSE subject to matching L1 price

III. Conditions for availing relaxations under MSEs:

- a) MSEs participating in the tender must submit valid & authorized copy of certificate of registration. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate.
- b) Traders/ resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by Ministry of MSME.
- c) The registration certificate must be valid till tender validity period. Bidder shall ensure validity of registration certificate in case the tender opening date extended.
- d) The MSEs who have applied for registration or renewal of registration with any of the agencies/bodies, but have not obtained the valid certificate as on tender opening date, are not eligible for exemption/preference.
- e) The MSE's Bidder to note and ensure that nature of services and goods / items manufactured mentioned in MSEs certificate matches with the nature of the services and goods/items to be supplied as per Tender for availing relaxation.

IV. As per Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 issued by MOF, Department of Expenditure, Procurement Policy Division, New Delhi.

- a) 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.
- b) 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 not to consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

- c) MSE's/Start-up companies participating in the tender must submit declaration & undertaking on the Company/Firm's letter head as per the format specified in the tender/corrigendum.

V. Conditions for availing relaxations for start-ups in public procurement (Preference to Make in India):

Purchase preferences to start ups as per make in India policy is applicable to this tender as mentioned in the circular issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (Public procurement Section) vide letter no. P-4502/12/2017-PP (BE-II) dated: 28th May, 2018, order no. 2017 (Revised).

VI. CONDITIONS FOR START-UP COMPANIES

- a) Subject to meeting of 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.
- b) The bidder who intends to participate as "Start-up" 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.
- c) Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
- d) 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.
- e) 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.

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

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

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

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 and 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, agents, successors, authorized dealers, 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, analyzing, 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
CST"	means Central Sales Tax
"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
"ED"	means Excise Duty
"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 which will replace Sales 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 "T D"	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
"SS I"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

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
 - 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 or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the same official of BRBNMPL as indicated in the clause 3 of NIT in reference to EMD.
 - b. Bank Guarantee issued by a 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 fulfill 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 upto 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 V11 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 transshipment 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 C&F 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 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 C&F 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 CIF/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 Purchaser 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.

22.2.2. Where the terms of delivery is CIF destination / delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee 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 and balance
 - iii. 10% on successful installation and commissioning and acceptance by the user department

- (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
 - i. 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
 - ii. 10% on successful installation and commissioning and acceptance by the consignee.

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 — 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier — 80% to 90% net FOB/FAS 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 acceptance by the consignee.
- (c) Payment of Agency Commission against FOB/FAS Contract — Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in

terms of the contract.

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 etc. (like sales tax, excise duty, custom duty) 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, BRBNMPL's share out of such refund received by the supplier. 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 GGG 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 administration 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, excise duty, sales tax or on account of any other tax or duty 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, excise duty, sales 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 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. If the supplier becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to BRBNMPL.

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 fulfill 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:

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (e) A particular violation of ethics may span more than one of above mentioned unethical practices.

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

- (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract
- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.

33. Resolution of disputes

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

33.2. **Arbitration Clause:-** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within

21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRAL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi 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 New Delhi. 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 there under.

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 Demand Draft /Pay order issued by any scheduled commercial bank and drawn in favor of the Account 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 favor 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 labors/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 purchaser shall remove the materials sold, 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 fulfill 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 off 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 labors and servants due to any reasons whatsoever.

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

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

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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 GCC 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).

S. No	GCC Clause No.	Topic	SCC Provision
1	8.2	Packing and Marking	NO CHANGE
2	11.2	Transportation of Domestic Goods	NO CHANGE
3	12.2	Insurance	NO CHANGE
4	14.1	Incidental Services	NO CHANGE
5	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	NO CHANGE
6	16.2, 16.4	Warrantee Clause	Applicable
7	19.3	Option Clause	Option clause is applicable
8	20.1	Price Adjustment Clause	NO CHANGE
9	21.2	Taxes and Duties	NO CHANGE
10	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments 22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.	Please refer to the Section I of Important tender conditions at a glance for attention of bidders.
11	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics,	No Change
12	33.1	Resolution of Disputes	NO CHANGE
13	33.2	Arbitration Clause	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru, Karnataka
14	34-35	Applicable Law, Secrecy,	No Change
15	36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	NOT APPLICABLE TO THIS TENDER

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

a) **Statutory Requirements:**

The successful contractor should comply with all the statutory provisions as applicable such as but not limited to: -

- i) The contractor shall have to observe/ fulfil and comply with all the statutory requirements and obligation as per the provisions of law/Rules i.e. the Factories Act 1948, Karnataka Factories Rule 1969, Employee's Compensation Act 1923, Employers Liability Act 1938, Contract Labour R & A Act 1970 and Central Rules 1971, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Provident Funds & Misc. Provisions and Schemes 1952, and Employee's State Insurance Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Karnataka Industrial(National and Festival) Act 1963, etc., including any enactment made by the Governments or modification thereof or any other law/s relating thereto and rules framed there under from time to time.
- ii) The Contractor should comply with the rules and other statutory obligations with regard to payment of labour wages not less than the minimum wages notified by Govt. of India under the Minimum Wages Act 1948 and rules made there under, health, welfare and safety measures, hours of work, leave and other benefits as required under Factories Act 1948 and rules and also other applicable statutory Acts and Rules made thereunder. Rate of the wages should not be less than minimum wages (BRBNMPL falls in 'B' Class cities) as prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner New Delhi from time to time (Notification – No. 1/36(3)2019-LS-II dtd. 23.09.2019 w.e.f. 01.10.2019) – *copy enclosed as Annexure F for ready reference*. The Contractor has to maintain all the required registers, records, document as stipulated under various applicable Labour Laws and its compliance, will be deemed to be part of the contract and submit the same to the Competent Authorities and also to the Company Officials as and when called for verification. The contractor shall be registered with the concerned statutory authorities like P.F & ESI, Goods and Service Tax as provided in various legislations and shall be directly responsible to the authorities hereunder for compliance of the provisions.
- iii) The Labourers to be engaged/ deployed should not be below 18 years of age. They should be in sound health
- iv) The expenditure to be incurred towards gratuity, canteen allowance, overtime, national holidays, appropriate insurance, overheads, compliance of statutory requirements/payments, police verification; safety gadgets etc. should be included in the administrative charges. No additional reimbursement shall be entertained.
- v) **The Tenderer/ Contractor should extend National & Festival Holiday to the labours as per the Provisions of Karnataka Industrial (National and Festival Holidays) Act 1963.**
- vi) Contract labour shall be provided with leave with wages as per entitlement under factories act. However during the absence of the contract labour and if the contractor provides a substitute/alternate, then the additional expenses incurred for the same shall be claimed at actuals in the subsequent year with production of documentary proof
- vii) The Contractor must have a valid PROVIDENT FUND CODE & ESI CODE and the same shall be intimated along with the tender. Copy of Registration Certificates

- issued under EPF and MP Act, 1952, Karnataka Shops and Establishments Act and ESI Act, 1948 along with originals for verification.
- viii) Rate of Minimum wages should not be less than minimum wages (BRBNMPL falls in 'B' Class cities) as notified by Govt. of India from time to time and contractor shall ensure that wages are not less than minimum wages at any point of time during the complete period of contract. If the quoted price is less than the prevailing minimum wages, the price bid will be rejected.
 - ix) **The Tenderers who engages more than 20 Labourers shall obtain required Labour Licence from the Asst. Labour Commissioner (Central) immediately.**
 - x) The Tenders should submit commencement and completion of work notice, half yearly, annual returns, Accident Reports and other applicable reports to the various Authorities as required under Contract Labour (R&A) Act, Factories Act, EPF Act, ESI Act, and other applicable laws from time to time.
 - xi) The Contractor/Agency shall indemnify the Company from any claims/liability due to any breach of the statutory requirements from him/them. The Company as a principle Employer shall enforce the provisions of the Acts.
 - xii) It shall be sole responsibility of the contractor to ensure safety to all his workers.
 - xiii) 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 Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractors should properly maintain all necessary first aid kits in the sub-station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.
 - xiv) BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
 - xv) 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.
 - xvi) The contractor has to obtain / "Employees Compensation Insurance Policy" to all his labourers engaged for the said job if the labours is out of ESIC coverage and the same has to be submitted before commencement of work. The 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.
 - xvii) The CONTRACTOR shall pay and indemnify the BRBNMPL against liability in respect of any fees or charges (including any rates and taxes but not including service tax) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.
 - xviii) **Uniform:** The Contractor has to compulsorily provide proper uniform (2 sets/year) and safety shoe (1 pair/year) within 30 days of issue of work order. In case of non-compliance, BRBNMPL reserves the right to impose suitable penalty and make arrangements for providing the uniforms and shoe. The cost so incurred shall be deducted from the bill along with penalty. The colour shade of the uniform should be

totally different from the approved uniform of the Company employees and the colour of the uniform should be approved by BRBNMPL. The contractor should also provide all the safety appliances to BRBNMPL. The payment against uniform and safety shoes and bonus will be released on succeeding month on submission of documentary evidence. The contractor should ensure that all the labours engaged shall duly wear the stipulated uniform and safety accessories while discharging the duties.

xix) **Statutory Deductions:** Statutory deductions shall be made at source as per rule

xx) **Supervision:** The Contractor or his supervisor should be present at the work spot and supervise during shifts in all working days. The Contractor should take and observe all the required formalities like deployment of his labourers, maintaining of attendance as directed by the Authorised persons of BRBNMPL. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor and shall conform to all the labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.

xxi) **Penalties:** In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management reserves the rights to impose Liquidated damages as mentioned below:

i) In case the Tenderer not carried out the work as per the Terms and Conditions of the work order, not complied with the statutory requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the BRBNMPL Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.

ii) In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.

iii) Un-satisfactory performance of the Contract may also lead to black listing of the Tenderer.

iv) If the Wages are not disbursed to the Contract Labourers on or before 7th of every month (or on the previous day in case 7th happens to be Sunday or Holiday) a penalty of Rs.500/- per day lump sum would be levied to the Tenderer.

b) **Tender Evaluation:**

i) **The evaluation shall be based on L1 basis considering the Total Cost including GST.** However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.

ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

iii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.

- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
 - v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid
- c) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of BRBNMPL and no deviation on any account will be permitted
- BRBNMPL's representative reserves the right to execute any delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.
- Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BRBNMPL shall be final and binding. The contractor shall indemnify to this effect.
- The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.
- The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the BRBNMPL whose decision shall be final and binding on the CONTRACTOR.
- d) 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.
 - e) The Contractor should issue identity Cards to all Labour engaged to carry out the work, including supervisors. The identity badge should be worn on the left of the chest at the place of work. The contractor should comply with all security procedures adopted by us and they should furnish the list of people deployed for this contract for verification of their antecedents to our Security Manager. Gate passes will be issued to the personnel deployed & it should be renewed periodically
 - f) Inspection by BRBNMPL
- 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 to 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.

- g) Water and Electricity etc.
Water – The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BRBNMPL.
Electricity – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BRBNMPL.
- h) Emergency /Minor Works – Contractor shall carry out all works which are minor / emergency in nature with prior approval of BRBNMPL.
- i) Restricted Area
Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the BRBNMPLs direction and control.
- j) Superintendence
Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor’s obligations under this Contract.
- k) Adequacy of Contractor’s Staff
It is essential that the service activities are to be performed with utmost diligence and expediency so as to maintain the highest standards of Maintenance. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times. In case mechanized services are provided by the contractor, the equipment shall be well maintained and kept in good condition for all time.
If, at any time, during the currency of the Contract, Contractor’s staffing, in the opinion of BRBNMPL, is inadequate to meet the requirements of Contract services, BRBNMPL may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall affect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, BRBNMPL may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the BRBNMPL to be deducted from the payment of Contractor.
Failure of Contractor to comply with the instructions of BRBNMPL may be grounds for determination by BRBNMPL that Contractor is not proceeding with the performance of services with due diligence to ensure fulfilment of contractual requirements.

l) Conditions of Performance

I. Contractor confirms and assures that:

- a. Contractor has the requisite skilled and qualified personnel to perform the services.
- b. Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
- c. Contractor shall at all times ensure that the supply of know-how, Manpower, Materials, Equipment, Tools and Tackles shall be adequate to satisfactorily undertake the scope of services without delay.
- d. Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of BRBNMPL, and in good and professional manner and in accordance with sound industry practice.

- e. Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services.
 - II. Contractor shall discuss as per the Contract, the general basis for execution of services, Contractor shall provide procedures for BRBNMPL approval which shall be based upon good engineering practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and BRBNMPL regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to BRBNMPL the soundness of such procedure and shall obtain BRBNMPL's written approval before the same may be affected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract.
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.
- m) Variations**
- a. BRBNMPL may have some additional works, modifications etc. at site related to the Scope of Services to be carried out. BRBNMPL has the right to make use of Manpower, materials, Equipment, Tools & Tackles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to BRBNMPL. However the cost of materials required for such works shall be paid as per the provision under this contract.
 - b. BRBNMPL has the right to waive the charges of damages due to routine program performance shortfalls observed of Contractor by BRBNMPL during that period for using its Manpower, materials, Equipment, Tools and Vehicles for carrying out the additional works.
- n) Title:**
- a. Title to goods furnished by Contractor under this Agreement shall pass to BRBNMPL on the date of receipt of the goods by BRBNMPL. Materials and operating equipment of any kind left over or meant to be left over during and after completion of services, as well as maintenance special tools and erection equipment, temporary structure forms supplied and any other incidental items not forming part of the services, if furnished by Contractor, shall remain the property of Contractor, as the case may be, and shall be removed by Contractor prior to or upon completion of services except for such equipment required for test run, which shall be removed within seven (7) days of completion of services or any reasonable period.
 - b. Title to Material Found: The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor in areas in or over or concerning which BRBNMPL has any rights and the right to use said items in performing the services or dispose of same, is hereby expressly reserved by BRBNMPL. Neither Contractor nor any of its Representatives or employees shall have any right, title or interest in said materials, nor shall they assert or make have any right, title or interest in said materials, nor shall they assert or make any claim thereof. Contractor will, as determined by BRBNMPL, be permitted to use in the services without charge any such materials

which meet the requirements of the Agreement, provided BRBNMPL shall have the right to use or consume these materials without payment to a third party.

o) Labour

- a. Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act 1948 prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India. In no case person under age of 18 Years shall be employed.
- b. All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.
- c. Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by BRBNMPL.
- d. Contractor shall administer any National Labour on employment on terms and conditions not less favourable than those established for equivalent sites or locations within India.
- e. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site against the same.
- f. Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to BRBNMPL. If any dispute arises between the contract labour/labour/employees and Contractor agency, the BRBNMPL will not be responsible in any manner. The Contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the BRBNMPL due to the stoppage / strike by the Contractor. BRBNMPL shall recover the cost incurred due to this from the Contractor's running account bills.
- g. Contractor shall within twenty-four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, BRBNMPL or of a third party, report such occurrence to the competent authority whenever such a report is required by law.
- h. Contractor shall, to the extent permissible under applicable laws, comply with and be bound by such terms and conditions of any labour agreement established by BRBNMPL and applicable to the services of the personnel appointed in India.

- i. BRBNMPL will have privity of the contract with the contractor only and will give instructions to the contractor and will have nothing to do or to concern with the conditions of employment of the workers engaged by and/or working for Contractor. However BRBNMPL shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of BRBNMPL has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of BRBNMPL shall not again employ such person upon services at any circumstances.
- j. BRBNMPL will not, in any manner, be responsible for any act, omission or commission of the workers engaged by the contractor and no claim in this respect will be raised against BRBNMPL

p) Contractor's Working Hours

- a. Normal daily working hours for Contractor's personnel will be 08:00 hrs to 17:00 hrs (with lunch interval), except those working on shift basis, which will be prepared by Contractor and approved by BRBNMPL. The weekly holiday should be given to the workers with an alternative arrangement.
- b. Contractor shall deploy labour on Sundays / Holidays in case of any exigency to fulfil its obligation of services.

q) Manpower Deployment:

The Contractor shall estimate the manpower requirements as per skill and competence and accordingly shall deploy for the work. However, Contractor should deploy a supervisor and minimum of 8 labourers for regular daily work and ensure deployment of manpower on Sundays/holidays based on the requirement.

The contractor shall make his own estimate and deploy sufficient manpower for executing the job as per scope of work. No deficiency in service shall be allowed for shortage in manpower.

The Contractor will instruct/supervise the workers about the manner of the execution of the work.

In case at any point of time during random check less manpower is found at site, proportionate amount shall be deducted from the bill. The Management will have privatised of Contract with Contractor only and will give instructions to the Contractor.

The supervisor appointed by contractor should take care of entire activities of the contract and do liaisoning with BRBNMPL personnel for effective functioning

r) Conflict of Interest:

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

- f. Details of the service infrastructure in terms of the service staff strength and their qualifications, details of warehousing facilities for spares and the value of spares stocked shall be submitted.
- s) **Sub-Contracting:**
The contractor shall not sub -contract the work to any sub- contractor without the prior approval of BRBNMPL. In case the contractor is found engaging sub-contractor without prior approval, BRBNMPL reserve the right to terminate the contract and security deposit shall be forfeited
- t) **Disputes Arbitration:** If any dispute arises after the issue of LOI /Work order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Mysore. Further, disputes if any that may arise at any point of time shall be subject to Mysore jurisdiction only. However the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.
- u) **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 Work order, the company by giving a notice of reasonable time to supplier, can terminate the Work order without prejudice to the rights of the parties accrued to the date of termination

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

SECTION VI: LIST OF REQUIREMENTS

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit	Estimate Value
1	Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore.	As per BOQ	Rs.62,000/- (Rupees Sixty-two thousand only)	Rs.31,00,000/- (Rupees Thirty-one lakhs only)

- The contractor will be responsible for being available on site during regular working hours of 8:00 am to 5:00 pm shall be required to establish an office & store. The contractor will have to post qualified employees familiar in similar work, who will attend the day-to-day requirements of the site and BRBNMPL.
- Compensation for Damages: The contractor shall be responsible for the all other damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify BRBNMPL in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. BRBNMPL shall be entitled to deduct the amount of any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the contractor, without prejudice to the BRBNMPL's other rights in respect thereof.
- Non – Compliance Of Site Instruction: If the contractor after receipt of written notice from BRBNMPL requiring compliance within 7 days fails to comply with such instructions, BRBNMPL may employ and pay other contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the contractor by BRBNMPL as a debt or may be deducted from any payment due to the contractor.
- Termination of Contract by BRBNMPL: If the Contractor stops the works for more than 3 days continuously, then BRBNMPL has the power to terminate the Contract without giving any notice whatever may be the reason. In this case the contractor has no power to claim compensation and their Security Deposit will be forfeited. BRBNMPL has the authority to complete the remaining works through other agencies. Decision of the BRBNMPL in this regard is final. BRBNMPL has the authority to terminate the contract without specifying any reasons thereof, without any compensation at any time during the currency of the contract. However, one-month notice will be given prior to cancellation. The contractor has no right to withdraw or leave the contract in mid-way before expiry of the term of the specified valid tenure of the contract.
- Co – ordinations with Other Agencies: BRBNMPL reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable

facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with BRBNMPL.

- Extra Items: Any item or work which is not covered by the B.O.Q., if required to be carried out at site, shall be executed by the contractor and payment for such works shall be based on the Rates that may be derived from the “Rates” quoted for similar, comparable items of the “Quantities” in BOQ or the actual cost of labour and materials cost in the prevailing market + 10% over head and profit.
- Contractor’s Responsibility: The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If that contractor finds any discrepancy in the schedule of quantities and specifications, he shall immediately and in writing refer the same to BRBNMPL who shall decide which is to be followed.
- Temporary service road, pathways, etc: Unless otherwise specified, the contractor shall provide and bear all expenses and charges for special or temporary services roads, pathways required by him in connection with access to the site. He shall alter, adapt or maintain the same as required from time to time.
- Assignments and subletting: The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sub-let the contract or any part thereof or interest therein without the written consent of BRBNMPL, and no undertaking shall relieve the contractor from the full and entire responsibility of the contractor from active superintendence of the works during their progress.
- Alteration in quantity or work, specification & design/addition of work / deletion of work: The BRBNMPL shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in its opinion be desirable, it shall have power to order the contractor to do any or all of the following:
 - Increase or decrease the quantity of any work included in the contract.
 - Delete any such work.
 - Change the character or quantity or kind of any such work.
 - Change the plant names, levels, liners, positions and dimensions of any part of the work.
 - Execute additional work of any kind necessary for the completion of the works and
 - Change in any specified sequence, method of timing of the work.
- The contractor shall be bound to carry out the work in accordance with any instructions in these connections which may be given to him in writing signed by the BRBNMPL and shall not on any way vitiate or invalidate the contract.
- Quoted rates shall be firm and binding and inclusive of all taxes & charges.
- Statutory deduction of taxes shall be made at the source.
- Successful Bidder has to arrange all the required materials, labors, transportation etc., at his own cost.

- The Successful Bidder has to strictly follow the safety norms during his work & also take care for BRBNMPL property.
- The Successful Bidder should understand the scope of work before quoting and inspect the site accordingly.

Note:

- Bidder should be registered under GST.
- Should have permanent Income tax A/C No as allotted by the income tax authority of government of India.
- Should not be blacklisted/ debarred by BRBNMPL or any PSU or any govt. Departments.
- Copies of certificate/documents related to PAN and GST to be provided along with the bid.
- Bidder to furnish stipulated document in support of qualifying criteria. Non –submission or incomplete submission of documents may lead to rejection of offer.

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

SECTION VII: TECHNICAL SPECIFICATIONS

- Maintenance: Routine/Periodic and Preventive maintenance of the track shall be carried out briefly as mentioned below:
- Total length of the siding is 4.352 Kms for which maintenance is required to be carried out.
- Routine, periodic and preventive maintenance of the railway track shall be carried out strictly as per the instructions and guidelines laid down in the Indian Railway permanent way manual and need based safety of the track.
- Track maintenance is inclusive of opening of ballast, Examination of Rails, sleepers, fastening & squaring of sleepers, alignment of track, gauging & packing of sleepers & periodical maintenance such as picking up of slacks, (a) grading of track to approved longitudinal and transverse profile and lifting of track in stages of 75 mm at a time as per IRPWM/1986 and as directed by the Engineer in-charge at site, lubrication of Rail joints & hand operating points, attention to points & crossings, (b) unscrewing the fish bolts and fish plates, cleaning the fishing surface of fish plates and rails with wire brush, checking the fishing surface of rails for cracks, lubricating the fishing surface of rails and fish plates, putting back the fish plates with bolts and nuts etc. by using grease graphite mixed with Kerosene oil, mixed in proportion, of 3 kg of grease to 2 kg of kerosene oil. Black oil or reclaimed oil may be used for fish bolts and nuts. (c) unscrewing the fish bolts and fish plates, cleaning the fishing surface of fish plates and rails with wire brush, checking the fishing surface of rails for cracks, lubricating the fishing surface of rails and fish plates, putting back the fish plates with bolts and nuts etc. fixing and tightening of pendral clips, keys, bolts, fish plates & nuts etc. regularly, including minor repairs to formation, etc. complete in all respect to the satisfaction of BRBNMPL representatives.
- All pendral clips to be removed & cleaned by wire brush, oiled, greased & re-fixed.
- Cleaning the eyes of M.C.I. for any rusted materials.
- Cleaning & clearing of vent ways of water way Bridges.
- Opening and examination of level crossing at-least once a year or as required. Cleaning of side drains in cuttings and catch water drains at the top of cuttings duly removing the debris fallen inside drain, profiling the drain to standard section with suitable side slopes and longitudinal gradient for efficient drainage of storm water, in order to avoid stagnation of water at any point of time, disposing off the muck for repairs to cess or slopes of bank by spreading and compacting evenly or by leading the same outside the cuttings and depositing at places from where it is not likely to be washed back into the side drains or into the track etc., including cleaning & clearing of vent ways of water way bridges with contractors tools & plants, consumables & labour, all lead and lift, descents involved in the entire work etc., complete as directed by the Engineer in charge.
- Periodic removal of the bushes, keeping the track free from the bushes etc. for a minimum distance of five meters away from the railway track to keep the visibility for driver.
- Route beat of entire length of Track including points and crossings and bridges by foot once in a day and return along the opposite rail to that taken on his outward journey. While walking over his length, he should look for defects, such as loose spikes, keys chairs; ERC,

fish bolts, burnt sleepers etc., and attend the same as necessary. If he finds that the fittings are consistently working loose even after repeated attention, he should report the matter to BRBNMPL and should replace such fittings. If he noticed any condition of danger such as broken rail or fish plate, he should protect the track and inform the matter to the concerned authorities. At level crossings, he shall maintain the flange ways between check and running rails clear of obstructions etc., complete as per IRPWM and as directed by the Engineer-in-charge with all contractors tools and plants, consumables etc., complete. (All the Permanent way fittings required for replacement will be issued by BRBNMPL)

- Realignment of all horizontal curves duly recording the measurements of versignes, computation of slews and correct super elevation, slewing the curve to the revised alignment, marking the versignes by paint in the web of Rail etc., complete as specified in IRPWM and as directed by the Engineer-in-charge with all labour, tools, etc., complete including painting of rails by anticorrosive paint near loading & unloading platform.
- In case of derailment, capsizing of wagons / rolling stock, the contractor at his own cost has to arrange all the requirements for the restoration of the track. All the pathway materials required for restoration of such work should be made available by the contractor.
- Any other related works which are required necessarily be taken up and not mentioned above shall be carried out by the Contractor and shall be deemed to be included in the above scope of work.
- Major Repair and Maintenance Works:-
- All major repair and maintenance, breakdown, making of cess recouping of the ballast etc. or any other works as felt necessary for keeping the track fit for use/ for improvement of the track life/ renovation/ modification works/ any improvement suggestions made by the Sectional Engineer/ Railway Officials for track maintenance works during routine or special visit etc. shall be attended by the Contractor. Cost incurred on such major repair and maintenance works on account of procurement of items/spares / additional specialized manpower engaged etc. shall be reimbursed to the Contractor, on production of necessary documents like bills paid on purchase of spares/ Cost analysis submitted for the manpower and other expenses made etc. for such works.
- Fitness Certificate:-
In order to meet the requirement of the Railways to verify that the maintenance is being carried out as per the Indian Railway permanent way manual and to ensure safety of the track, a Fitness certificate from the South western Railways has to be arranged by the Contractor. The time schedule/periodicity of such inspection shall be decided in accordance with the South western Railways norms for inspection & issuance of fitness Certificates. The fee for such inspection charges shall be paid by BRBNMPL to the Railways. However, it shall be the responsibility of the Contractor for arranging such inspection and liaison with South Western Railways.
- List of Minimum Tools & Tackles required for maintenance by the contractor for Maintenance of Railway siding at BRBNMPL, Mysore.

Sl No	Description	Qty in Nos.
1	Simplex jack lifting 15 Ton Capacity	1Nos.
2	Crow bar 1 / 1/8" diameter	10 Nos.
3	Beaters	10 Nos.
4	Shovels	10 Nos.
5	Spanner DH – 32mm	2 Nos.
6	Hammers Spiking	1 Nos.
7	Hammer keying – 7 Pounds	2 Nos.
8	Gauge cum level BG	1 Nos.
9	Augers of different sizes	4 Nos.
10	Ballast Powrahs	10 Nos.
11	One set of green and red flags	1 Set
12	Banner flags	2 Nos.

Manpower Deployment:

- The maintenance of railway track to be carried out every day excluding Sundays and public holidays, accordingly sufficient nos. of trained and experienced manpower 09 (Nine) is required to be exclusively deployed on the jobs under the contract. Total of Nine persons includes 1 highly skilled supervisor, 2 skilled trackmen and 6 unskilled trackmen are required to be deputed for the job. Persons deployed should have requisite qualification, experience and skill in the similar fields in order to maintain Railway siding in good condition.
- Manpower/supervisor deployed should be available during working hours, in case of any unauthorized absenteeism/ on random check and verification, any person found missing without intimation, proportionate amount shall be deducted from the monthly bill and performance shall be rated accordingly. Supervisor should report Civil Maintenance Office all working days by 8.00 A.M. without fail for co-ordinating various maintenance activities.
- Supervisor must possess atleast a diploma or graduate degree in the field of Civil/Mechanical/transportation etc. with min. 03 (Three) years of experience in Permanent Way (P Way). The person should be capable of maintaining records, liaison with railway authorities etc.
- The contractor shall deploy the manpower considering the requirement and shall be responsible for upkeep of Railway track without any loss of time.
- The contractor shall have insurance coverage to his workers against all risks. The contractor or his staffs are not eligible for any compensation from BRBNMPL in this regard. It shall be the sole liability of the contractor only.

- The contractor should ensure that all his supervisors / technicians are capable of handling and rectifying normal maintenance works efficiently so as to keep the duration of interruption to the barest minimum.
- Contractor should provide uniform with Contractor's Company logo to be displayed on the shirt for easy identification to all his workers engaged. Colour shall be as approved by BRBNMPL.
- In case of any change of employee, the same should be intimated to BRBNMPL immediately.
- On award of work order the contractor shall submit the bio-data of all the personnel deployed and complete all security formalities laid down by BRBNMPL.
- Breach of any condition shall disqualify the contractor and contract awarded is liable to be cancelled.
- Maintenance of Records: The contractor shall be responsible for maintaining records of work executed including fault rectification, consumable and spares used etc.
- Consumables & Spares:
 - Contractor shall inform well in advance about the requirements of spares and consumables to avoid delays in arranging the same. Consumables and spare parts will be supplied by BRBNMPL. The defective parts shall be returned to Maintenance Division. Any replacement of spares is to be done by the contractor with prior permission of BRBNMPL.
 - In case of emergency the contractor will be instructed to procure the spares at the reasonable prevailing market rate and raise the bill to BRBNMPL, with permission of concerned officer. On production of original bill along with the monthly bill, BRBNMPL will reimburse the same.
 - If any component fails due to operational mistake or negligence of contractor employee, the entire repair/replacement charges will be borne by the contractor or the same will be deducted from monthly bill.
 - Miscellaneous: While the contractor may have similar projects elsewhere or may have another business, the contractor shall not conduct other business from the site or from the established office. The use of materials, tools, etc., will be purely for the BRBNMPL site.
- **NOTES:**
 - **Prior to the preparation and submission of this tender, the contractor shall make visits to the site and carry out all the necessary inspections and investigations in order to obtain all information and to make his own assessment of the conditions and constraints at site, including means of access to it. The contractor shall make himself aware of all the features of the site and working conditions and space and shall, in general, be responsible for obtaining all the necessary and requisite information needed for him to prepare and submit the tender.**

▪

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

**SECTION VIII: QUALITY CONTROL REQUIREMENTS/DECLARATION BY THE
TENDERER - TENDER ENQUIRY NO. – 004/MYS/CIVIL/2020-21
ANNUAL MAINTENANCE CONTRACT OF RAILWAY SIDING AT BRBNMPL,
MYSORE**

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

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
2. I/we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BRBNMPL Officers in charge.
3. Price BID been submitted as per given format *(Section XI: Price Schedule –Part-II Bid)*
4. DD for EMD amount, cost of tender document, complete set of signed tender document & necessary proof documents for eligibility in tender participation are attached with Part-I Tender Form.
5. Payment terms are accepted as per tender conditions.
6. I have the proof of following mandatory documents and enclosed along with tender documents.
 - a) GST No
 - b) PAN No.
 - c) Requisite work experience (work order copies and work completion certificates as per eligibility criteria)
 - d) Work credential with financial turnover required to participate in this tender as per eligibility criterion (certified by CA)
7. We have gone through the other tender conditions mentioned in Section-II: (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC)) of this tender downloaded from BRBNMPL website (<https://www.brbnmpl.co.in>) & we abide to follow above sections as a part of this tender.
8. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date: / / 2020

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

SECTION IX: QUALIFICATION/ ELIGIBILITY CRITERIA

1. Part-I: Technical:

I. Experience & Past Performance:

- **Minimum Qualification:** The contractor should have experience in carrying out similar nature of works, i.e. Railway siding maintenance works/original work for laying of railway siding.
- Bidder should have experience in carrying out similar work/supervision of manpower and currently should be in the same field. Proof of the same has to be submitted.
- Minimum value of similar works during last 7 years ending last days of the month previous to the one in which tenders are invited as per either of the following:
Three similarly completed works each costing not less than the amount of value of 40% of estimated value (**i.e., Rs. 12.40 lakhs**) in the last 7 years up to 30.04.2020.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (**i.e., Rs.15.50 lakhs**) in the last 7 years up to 30.04.2020.

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (**i.e., Rs. 24.80 lakhs**) in the last 7 years up to 30.04.2020.

Relaxation for MSE's/Start-up: As per Circular No F.20/2/2014-PPD (Pt.) dated 20.09.2016.

Note: *Similar works means jobs mean:*

Similar work means Railway Siding Maintenance Works/ original work for laying of railway siding.

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

II. Financial Standings:

- The bidder should be currently in business and in sound financial condition.
- The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31.03.2019.
- The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31.03.2019.
- Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2019 should be 30% (i.e., Rs.9.30 lakhs) of estimated value or more.
- Audited balance sheet and profit & Loss A/c statements for previous THREE years i. e. for the financial years ending March 2017, March 2018 & March 2019.

- In case of certification of any financial statement of the bidder by a Chartered accountant, the certificate must have the following details of CA:
a. Membership No b. Certificate No c. UDIN No d. Place and Date

Relaxation for MSE's/Start-up: As per Circular No F.20/2/2014-PPD (Pt.) dated 20.09.2016.

III. General

- The tenderer should have valid PF, ESIC registration no. The copy of the same should be submitted along with Part I (Techno commercial bid) of tender.
- The tenderer shall enclose a declaration that they have not been blacklisted/debarred by BRBNMPL/Government of India in the past 5 years, confidentiality & accountability statement duly signed and stamped as per Annexure-A.
- NEFT Mandate form as per Annexure-B with copy of cancelled cheque. [NOT APPLICABLE FOR EXISTING SUPPLIERS].
- Bidder should attach the GST registration certificate & PAN copies along with GST supplier's details as per Annexure-C
- Authorization with the seal of the company in the name of the person signing the Tender Documents.
- For tenderers registered with NSIC/DGS&D, a separate undertaking (Format as per Annexure D) is to be furnished for payment of SD in case they become L1 firm in bidding process.
- Declaration and Undertaking to be submitted by Micro & Small Scale Enterprises/Start-up Companies as per Annexure - F.

ANNEXURE – A
UNDERTAKING

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

1) CONFIDENTIALITY STATEMENT

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

2) BLACKLISTING

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

3) ACCOUNTABILITY STATEMENT

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

Yours faithfully,

Authroised Signatory

()

Name

Seal

Signature of Bidder

ANNEXURE – B: NEFT - MODEL MANDATE FORM

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

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of

the Bank

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

ANNEXURE C

POST IMPLEMENTATION OF GOODS AND SERVICES TAX BY GOVT. OF INDIA
FOLLOWING INFORMATION / DETAILS ARE REQUIRED FROM PROSPECTIVE
SUPPLIERS / CONTRACTORS.

NAME OF THE SUPPLIER			
ADDRESS OF THE SUPPLIER			
COUNTRY			
STATE			
PINCODE			
REGISTRATION TYPE	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED		
PAN			
GSTIN			
PARTY TYPE	(i) DEEMED EXPORT (ii) SEZ (iii) NOT APPLICABLE (N.A)		
IS A e COMMERCE OPERATOR (YES / NO)	YES / NO		
ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %

SIGNATURE WITH DATE

NAME OF THE SUPPLIER / CONTRACTOR

SEAL

Signature of Bidder

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

ANNEXURE - D

To Whomsoever It May Concern

**This is to confirm that we
M/s. _____**

**shall fulfil the Security Deposit formalities as
per NIT on becoming L1.**

For & on behalf of

(Seal & signature)

(Name and designation)

Duly authorized to sign tender for and on behalf of

ANNEXURE E: AUTHORIZATION FOR ENCASHMENT OF FIXED DEPOSIT

To,
The Branch Manager

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit.

Ref: Fixed Deposit Receipt No. _____, dated _____ for Rs. _____ as EMD.

I / We, _____ (**name of party as appearing in FD**) unconditionally authorize you to en cash the above referred FD and pay the amount to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Mysore, if it is requested by them, without seeking our further advice whatsoever in this regard.

Yours faithfully

**(Authorized Signature
with Stamp)**

Name:

Designation:

Contact No.:

Date:

Place:

CC: Branch Manager of Issuing Bank – For information and necessary action.

ANNEXURE F: DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES/STARTUP COMPANIES

S.No.	Particulars	Details
1	Nature of organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others
2	Organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Start-up & MSE, then please tick mark both)	<input type="radio"/> Micro <input type="radio"/> Small Scale <input type="radio"/> Medium <input type="radio"/> Start-up Company <input type="radio"/> Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="radio"/> Manufacturer for supply items <input type="radio"/> Service Provider for services <input type="radio"/> Trader/reseller/authorized agent/distributor <input type="radio"/> Non MSE Bidder
4	In case belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<input type="radio"/> Yes <input type="radio"/> No if yes, <input type="radio"/> SC <input type="radio"/> ST
5	Registration / Certificate No.	
6	Date of Registration	
7	Registration Valid up to	
8	Registration Certificate Issuing Authority	

A) CATEGORISATION OF MSE/SC-ST VENDORS

1. In case of Micro/Small/Medium 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 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 also enclose the Certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India

C) DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, 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 of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

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)

ANNEXURE G: LATEST MINIMUM WAGES NOTIFICATION

F.No.1/36(3)/2019-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 30/9/2019

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated 19th January, 2017 of the Ministry of Labour and Employment the undersigned, hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six months ending on 30.06.2019 reaching 310.83 from 301.33 (base 2001 = 100) and thereby resulting in an increase of 9.5 points for **Industrial Workers** as under. This order shall come into force w.e.f. 01.10.2019

The rates of Variable Dearness Allowance for employees employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES.**

Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	80	66	53
Semi Skilled/Unskilled	87	75	62
Supervisory			
Skilled/Clerical	96	87	75
Highly Skilled	104	96	87

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2019 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)		
	A Area	B Area	C Area
Unskilled	523+80=603	437+66=503	350+53=403
Semi Skilled/Unskilled	579+87=666	494+75=569	410+62=472
Supervisory			
Skilled/ Clerical	637+96=733	579+87=666	494+75=569
Highly Skilled	693+104=797	637+96=733	579+87=666

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

(RAJAN VERMA)
CHIEF LABOUR COMMISSIONER(C)

SECTION X: TENDER FORM

Proforma of Technical Bid (Part-I) – Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore.

Company Name,

To:

The General Manager,
BRBNMPL, Note Mudran Nagar
Mysore - 570 003.

Dear Sir,

SUB: Proforma of Technical Bid (Part-I) for Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore.

Ref: Your Tender Enquiry No: **TENDER NO: 004/MYS/CIVIL/2020-21**

With reference to your Tender enquiry cited above, we are pleased to enclose the following as our technical bid for your kind consideration.

1. Our company's profile
 - a. Name of the firm:
 - b. GST No. (Enclose Copy):
 - c. Income Tax P.A.N. No. (Enclose Copy):
2. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents are enclosed herewith.
 - a. Proof of Eligibility criteria & Experience.
 - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no work completion certificates etc.
 - c. Audited balance sheet for previous Three years i. e. for the financial year ending March 2017, March 2018 & March 2019.
3. We have enclosed a) in a separate envelope DD No.....datedof amount as mentioned in the tender form Payable at Mysore towards the payment of EMD amount.
4. Cost of Tender form as applicable for Rs500/- (if downloaded from website) is also enclosed as per details DD No.dtd
5. We confirm that the Price bid is quoted exactly as per your format and is inclusive of material, labour and all statutory levies, duties, service tax & all other charges as per Scope of work. Price break up is given as per the format of BOQ (Bill of Quantities).
6. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. In case any counter condition is put the tender is liable to be rejected. As required, we enclose herewith the complete set of copy of tender documents (including terms

& conditions) duly signed by us as a token of our acceptance along with EMD and tender form cost.

7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
8. 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.
9. 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 and other tender conditions mentioned in Section-II :(General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC). (Please Refer website: <https://www.brbnmpl.co.in>)
10. We agree to keep our tender valid for acceptance for a period up to **120 days** extendable up to another 30 days 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 up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of _____

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you,
Yours faithfully,

Seal
Signature with date

Name:

Note: Technical bid without Copies of documents mentioned in Serial No.1 & 2, EMD amount, Tender form cost & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected.

SECTION XI: PRICE SCHEDULE –PART-II BID
(NON-SPLITABLE)

From:

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

Dear Sir,

SUB: Tender Notice for **Annual Maintenance Contract of Railway Siding at BRBNMPL, Mysore.**

REF: Your Tender Enquiry No: **TENDER NO: 004/MYS/CIVIL/2020-21**

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

Item wise Price bid

S. No.	Category & designation	Man Power A	Min. wages per Day (Basic + DA) (Rs.) B Per person	Wages /day (Rs.) C=A*B Total Man-power	PF+ESI Contribution @ 16.25 % (Rs.) D=C*16.25 %	Gross Wages/ month (Rs.) (i.e. 26 days) E=(C+D)* 26	Total annual amount in (Rs.) F=E*12	
1	Highly skilled	1	733.00					
2	Skilled	2	666.00					
3	Unskilled	6	503.00					
4	TOTAL	9						
5	Bonus (as per Payment of Bonus act 1965)							
6	Administration cost details as mentioned at note sl. No. vi) below including any other statutory compliances, Tools & Tackles (if any) etc. (_____ % on Sl.No(4))							

7	Uniform charges (2 sets of uniform and a pair of safety shoes) (FIXED for 3 years)		
8	Sub Total (4+5+6+7)		
9	Profit _____ % on (8)		
10	Sub Total (8+9)		
11	SGST @% on (10)		
12	CGST @% on (10)		
13	Total (10+11+12)		
14	Rounded to		

GRAND TOTAL AMOUNT IN WORDS

.....

.....

NOTE:

- i) 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.
- ii) We confirm that there would not be any price escalation during the Tenure of Contract
- iii) 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.
- iv) We confirm that tendered item will be supplied as per specification and tender conditions.
- v) Contract labour shall be provided with leave with wages as per entitlement under Factories Act. However, during the absence of the contract labour, and if the contractor provides a substitute /alternate, then the additional expenses incurred for the same shall be claimed at actuals in the subsequent year with production of documentary proof.
- vi) The expenditure to be incurred towards gratuity, canteen allowance, overtime, national holidays, appropriate insurance, overheads, compliance of statutory requirements/payments, police verification; safety gadgets etc. should be included in the administrative charges. No additional reimbursement shall be entertained.
- vii) The price breakup shall be quoted based on the minimum wage notification No. 1/26(3)2019-LS-II dated. 23.09.2019 w.e.f. 01.10.2019 (As per Annexure 'F'). Subsequent wages shall be considered for reimbursement as per the revision of notification during the tenure of the contract on submission of documentary evidence regarding release of payment to the labours. The Payment against uniform, shoes & bonus will be released on succeeding month on submission of documentary evidence. The contractor should pay the Bonus payment as per the provision of payment of Bonus Act, 1965 to their labourers.
- viii) The tender will be decided on the overall lowest L1 basis and after considering purchase preference policy for MSE's as mentioned at Section-III of this tender and then Contract will be awarded accordingly.

ix)

Thanking you,
Yours faithfully,

(.....)

Name & Signature with date

Seal

Firm:

SECTION XII: QUESTIONNAIRE

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do 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.

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

S No	Item Description	Yes/ No	Deviation /Remarks
01.	The goods and services offered are as per tender scope of work.		
02	Offer is valid for acceptance up to 120 days (additional 30 days if required) after opening of tender		
03	A copy of Your 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)		
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 Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.		
05	Whether Registered under MSME, if yes, MSME registration no. (copy of registration to be enclosed)		
06	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.		
07	Please indicate name & full address of your Banker(s)		
08	Please state whether business dealings with you currently stand suspended/ banned by BRBNMP/any Ministry / Dept. of Government of India or by any State Govt.		
09	Did you Enclosed following Documents/Attachments; (a) DD/Banker's Cheque/Fixed Deposit (subject to encashment) for EMD /Tender fee are attached with tender documents and proof of documents for eligibility in part-I bid envelop? (b) Did you put price bid document in separate second envelop and sealed properly?		

	<p>(c) Did you put above two envelop in to an A4 size third envelop written tender No, name of work, Addresses etc?</p> <p>(d) Did you attach copies of a) Work order b) Work completion certificates and c) Audited balance sheet for last 03 years certified by CA as per eligibility criterion mentioned section Section-IX</p>		
--	--	--	--

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 duly signed by us as a token of our acceptance

We also confirm that the undersigned is duly authorized and have the competence to submit the tender and / or to enter into legally binding contract for and on behalf of the firm.

Thanking you,

Yours faithfully,

.....

(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)

Note: Copies of applicable Documents are attached herewith.

SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY.

_____ [Insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date: -----

Performance Guarantee No. _____

WHEREAS (name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier 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 supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 supplier 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 supplier 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 date of all Contractual obligations by the Contractor and any demand in respect thereof should reach the Bank not later than the above date.

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

SECTION XVI: CONTRACT FORM

(Address of BRBNMPL's office issuing the contract)

Contract No dated

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

1. Name & address of the Supplier:
2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL
3. Supplier's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the supplier 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:

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.

SECTION XIX: PROFORMA OF BILLS FOR PAYMENT

(To be submitted by contractor's on their letter Head)

Name and Address of the Firm:

Bill No:

Dated:

To:

The General Manager
B.R.B.N.M. Pvt. Limited,
Note Mudran Nagar, Mysuru-570 003.

Invoice / Bill No. & Date	
PAN No.	
GST No.	
BRBNMPL GST No	

Sub: Submission of Bill for payment

S. No.	Work Order No: & Date	Item Description	Quantity	Rate (Rs.)	Amount	Amount in Words
1						
Total (Including all taxes) - A separate Detail measurement sheet is to be attached along with this bill.						
2.	Work order amount: `					
3	Type of bill:					
4	Area of work:					
5	Starting date of work :					
6	Schedule date of completion:					
7	Actual date of completion:					
8	Reasons for delay:					
11	Liquidated damage (if any) : (For any delay beyond specified schedule time period)					
12	DLP Period:					
13	EMD :					
14	Security Deposit:					
15	Any other details/Remarks:					

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 Contractor