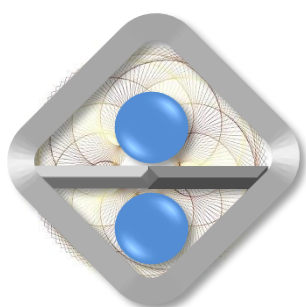


This notice is being published only as an abundant precaution and is not an open invitation to quote in tender, participation in this Tender is by Invitation only and is Limited to the selected BRBNMPL's registered bidders for item, who have been sent this tender by Post / Courier. Unsolicited offers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

LIMITED TENDER

भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड
नैगमिक कार्यालय, बेंगलूरु
BHARATIYA RESERVE BANK
NOTE MUDRAN PRIVATE LIMITED
CORPORATE OFFICE, BENGALURU



Tender Document for
Item Rate Contract for Civil and Other Related Works at BRBNMPL,
Bengaluru

निविदा सं. 009/CO/LT/2020-21 दिनांक January 22, 2021
TENDER No: 009/CO/LT/2020-21 dated January 22, 2021

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

This tender document consists of **68** pages including this page

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

दूरभाष / Phone: 080-66602000, 66602034
फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: cobangalore@brbnmpl.co.in
वेबसाइट / Website: www.brbnmpl.co.in

अहस्तांतरणीय / Not Transferable

Security Classification: Non-Security

**Tender Document for Item Rate Contract for Civil and Other Related Works at
BRBNMPL, Bengaluru**

Tender No: 009/CO/LT/2020-21 dated January 22, 2021

This document contains **68** pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

नाम / Name : एस एम पावले / S M Pawale
पदनाम / Designation : उप महाप्रबंधक / Deputy General Manager

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

Email: smpawale@brbnmpl.co.in

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

CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)

Tender Clause / Section Reference	Tender Clause Description	Remarks
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	Enclosed
Part I	General Instructions Applicable to all Types of Tenders	Enclosed
Part II	Additional General Instructions Applicable to Specific Types of Tenders	Enclosed
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specification	Enclosed
Section VIII	Quality Control Requirements	Enclosed
Section IX	Qualification/Eligibility Criteria	Enclosed
Section X	Tender form	Enclosed
Section XI	Price Schedule (Price Bid)	Enclosed
Section XII	Questionnaire / Checklist	Enclosed
Section XIII	Bank Guarantee Form for EMD	<i>Not Applicable to this tender. NO EMD but undertaking to be submitted</i>
Section XIV	Manufacturer's Authorization Form	<i>Not applicable to this tender</i>
Section XV	Bank Guarantee Form for Performance Security / SD	<i>Not applicable to this tender</i>
Section XVI	Contract Form	Enclosed
Section XVII	Letter of Authority for attending a Bid Opening	Enclosed
Section XVIII	Shipping arrangement for liner cargo-	<i>Not applicable to this tender</i>
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Financial Turnover for last 03 years certified by CA	Enclosed
Section XXI	Pre contract Integrity Pact	<i>Not applicable to this tender</i>
Annexure – A	National Electronic Fund Transfer – Mandate Form	Enclosed
Annexure – B	Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017	Enclosed
Annexure – C	Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'	Enclosed
Annexure – D	Conditions For Conditions For Start-Up Companies	Enclosed
Annexure – E	Procedure to be adopted when the Bidder Qualifies as both MSE and Class-I Local Supplier	Enclosed
Annexure – F	Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM	Enclosed
Annexure – G	Bid Security Declaration in lieu of Earnest Money Deposit	Enclosed

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

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

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

Dated: January 22, 2021

M/s.

Tender No: 009/CO/LT/2020-21 dated January 22, 2021

Sub: Tender Document for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited for **“Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru”**.

Sl. No.	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
01	Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru. As per Scope of work mentioned at List of Requirement – Section-VI	As per BOQ	Not Applicable	Estimate Value: ₹ 20,00,000/- (Rupees Twenty Lakhs Only)

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Part – 1 Techno-commercial Bid and Part-2 Financial/Price Bid)
Date of Sale of tender documents	From 22/01/2021 to 12/02/2021 during office hours
Price of the Tender Document	₹ 500/- (Inclusive of all applicable taxes)
Closing date and time for receipt of tenders	14:30 Hours on February 15, 2021
Place of receipt of tenders	Technical section, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bengaluru-560 029. (OR) Can be downloaded from our website www.brbnmpl.co.in , in which case Price of tender document should be enclosed along with your offer.
Time and date of opening of tenders	15:00 Hours on February 15, 2021
Place of opening of tenders	Board / Conference room at Corporate Office, BRBNMPL.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Shri. S.M. Pawale, DGM & CISO

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.brbnmpl.co.in mentioned above for further details.
 3. Tender documents may be purchased on payment of non-refundable fee of ₹ 500/- (amount) per set through:
 - a. Online Bank Transfer (proof of online transfer to be submitted along with the tender papers) through NEFT/RTGS can be made at the following BRBNMPL account maintained with State Bank of India, Overseas Branch, Bengaluru.
SBI A/c No.: **0000010605523157**
IFSC: **SBIN006861**
- OR
- b. Through any other Electronic mode of payment such as Debit Card powered by RuPay, Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



Scan & Pay Using Any UPI App to

UPI ID: brbnmplban@sbi

MERCHANT NAME: BHARATIYA RESERVE BANK NOTE

MU



OR

- c. In the form of account payee demand draft/Banker's cheque, drawn on a scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited, payable at Bengaluru.

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

4. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier to the foreign tenderers, for which extra expenditure per set will be ₹ 500/- for domestic post and ₹ 5,000/- for international courier. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender documents from the web site and submit its bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. 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.

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

a. Exemptions:

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

b. CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

- i. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
 1. District Industries Centers (DIC)
 2. Khadi and Village Industries Commission (KVIC)
 3. Khadi and Village Industries Board
 4. Coir Board
 5. National Small Industries Corporation (NSIC)
 6. Directorate of Handicraft and Handloom
 7. Any other body specified by Ministry of MSME (MoMSME)
 8. Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
- ii. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarized copy of the DIC certificate.
- iii. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- iv. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid

certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.

- v. Manufacturer for tendered items / Service provider of tendered services: The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
- vi. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
- vii. Relaxation of Norms for Micro & Small Enterprises (MSEs): Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- viii. In case MSE bidder is L1, entire value of the tender will be placed on the L1 MSE bidder.
- ix. As the tendered quantity cannot be split, if the L1 bidder is not an MSE, then the MSE firm shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- x. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to them after matching the L1 price of the tender.
- xi. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- xii. For more clarity in this regard, following table is furnished: -

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
	Not L1 but within L1+15%	At least 25% order on MSE subject to matching L1 price

- xiii. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- xiv. Special provision for MSEs owned by SC & ST entrepreneurs: Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs
- xv. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
 1. In case of Proprietary MSE, proprietor(s) shall be SC/ST
 2. In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
 3. In case of Private Limited Companies, at least 51% share shall

- be held by SC/ST promoters
- xvi. Special provision for MSEs owned by women entrepreneurs: Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs in addition to 4% earmarked for MSEs owned by SC/ ST entrepreneurs. MSE owned by Women is defined as:
1. In case of Proprietary MSE, proprietor(s) shall be Women
 2. In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
 3. In case of Private Limited Companies, at least 51% share shall be held by Women promoters
- xvii. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.

c. CONDITIONS FOR START-UP COMPANIES

- i. Subject to meeting of Quality and Technical specifications, BRBNMPL may consider allowing the participation of “Start-up” companies with capability to execute the supply/ services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- ii. The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- iii. Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
- iv. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
- v. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc. wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GoI guidelines.
- vi. Start-up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- vii. Start-up Companies have to submit a declaration and undertaking along with their offer as per Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.
- viii. **Preference to Make in India**
 1. ‘Class-I local supplier’ - supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - *shall get purchase preference* provided quoted price falling within margin of price preference i.e. within L1 + 20%
 2. ‘Class-II local supplier’ - supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - *shall not get any purchase preference*
 3. ‘Non-local supplier’ - supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - *shall not get any purchase preference*
 4. ‘Local content’- means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent

5. 'Margin of purchase preference' – means the maximum extent to which the price quoted by a 'Class-I local supplier' can be above L1 price for the purpose of purchase preference. The margin of purchase preference is 20% (Twenty Percent).
6. Purchase preference to 'Class-I local supplier' applicable for procurement is as below:-
 - a. If L1 is 'Class-I local supplier' – 100% awarded to L1
 - b. If L1 is *not* 'Class-I local supplier'
 - i. Lowest bidder among 'Class-I local supplier' falling within L1+20% is invited to match L1 price – contract will be awarded subject to matching L1 price
 - ii. If unable to match L1 price, next lowest 'Class-I local supplier' bidder falling within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - iii. If none of the 'Class-I local supplier' bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder
7. Verification of local content – The Class I Local Supplier / Class II Local Supplier at the time of tender / bidding shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They will also give details of the location(s) at which the local value addition is made.
8. False declarations – False declaration will be in breach of Integrity and the bidder and its successors will be debarred for up to two years along with such other actions as may be permissible under law.
A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
9. Relaxations in Eligibility Criteria – The bidder claiming under Make in India clause should have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.*

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

Please send your competitive bidding in sealed cover super scribed as **“Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru”** against Tender Enquiry No. **009/CO/LT/2020-21 dated January 22, 2021** to reach us on or before 14.30 hrs on February 15, 2021 at BRBNMPL, Bengaluru with the following separate sealed covers inside:

1. **Part I:** First sealed cover should contain the cost of tender form, technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender **except Section XI (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions is liable for Rejections. This first sealed cover should be clearly super-scribed with **“Part I - Technical Bid - For “Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru”** against **Tender Enquiry No. 009/CO/LT/2020-21 dated January 22, 2021**. Any price indication in the Technical Bid will be summarily rejected.
2. **Part II:** Second sealed cover should contain only section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **“Part II - Price Bid - For “Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru”** against **Tender Enquiry No.**

009/CO/LT/2020-21 dated January 22, 2021.

3. The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“Offer for “Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru”** against **Tender Enquiry No. 009/CO/LT/2020-21 dated January 22, 2021** with due date of opening as 15:00 Hours on February 15, 2021 and should be addressed to The General Manager (Name and address).
4. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
5. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.

The Technical part (part I) tenders will be opened at 15.00 hrs on February 15, 2021 in the presence of available tenderers or their authorized representatives. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. The date of opening of Price bids will be intimated to qualified bidders. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

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



For and on behalf of BRBNMPL,
(S M Pawale)

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

1. **Pre-Bid Visit:** The bidders must visit the premises and have clear understanding about the place, scope of work; volume of work, requirement of skill levels of workforce, etc., and any doubt/clarification may be cleared/ done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained at a later stage.
2. **Estimated Value:** The estimated value for this work is ₹ 20.00 Lakhs approximately (Rupees Twenty Lakhs Only) inclusive of GST.
3. **E.M.D:** EMD is not applicable to this tender. However, the successful bidder/s have to submit The successful bidder/s have to submit an initial security deposit for an amount equal to 3% of the contract value.
4. **Tender Form Price:** Tender Documents can be purchased from our office up to 14.00 Hrs. one day before the last date of submission (In case holiday falls on that day, it shall be last working day) against payment of ₹ 500/- by Demand Draft /Pay Order/Banker's Cheque in favour of BRBNMPL, Bengaluru on any scheduled bank payable at Bengaluru. The tender document can also be downloaded from our website (www.brbnmpl.co.in) in which case the cost of the tender form in the form of DD/Pay Order/Banker's Cheque should be submitted in the envelope along with the tender. 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.
5. **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders. 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.
6. **Tenure of Contract:** the tenure of the contract will be initially for a period of one year. The contract may be renewed for a further period of 01 year based on satisfactory performance.
7. **Optional Quantity/Additional Work order:**
During execution of job, if any additional item of work/ variation, deviation/ non-availability of items in Schedule of Rates etc., is considered to be necessary, it shall have to be carried out by the contractor. The bill shall be settled as an extra work and shall be analysed as per actual cost of materials, manpower engaged, taxes/levies etc. plus 10% contractors profit and overhead. Incase the item is available in the PWD SR rates the rate for the particular item shall be applicable for that item.
8. **Payment Terms:**
Payment shall be released only after supply / acceptance of the items / completion of work. Statutory Deductions as applicable will be made from the gross bill amount. DD/RTGS/NEFT charges shall be borne by you. For RTGS/NEFT payment you may forward your Bank Mandate and other details along-with your invoice for immediate e-payment. Bidder has to furnish the price-break-up including the tax components. Any increase in Statutory rates after opening the tender will be paid extra by BRBNMPL against documentary evidence.
9. **Price:**
 - a. The contractor has to quote his most competitive price considering all the factors involved in the Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru and the price shall be all-inclusive except GST, which shall be shown separately at the prevailing rate. The Price shall be firm & binding, no escalation on above on any account shall be admissible during the currency of contract period, except for the GST for which documentary proof should be attached for claiming escalation, if any.
 - b. The percentage quoted for the items above/below/ at par shall be applicable for the KPWD SR rates, Bengaluru Circle for the relevant base year (currently 2018-19). The contractor / firm are advised to envisage / consider and quote for the items above/below/ at par for a period of two years.
 - c. For the items not covered in the above PWD SR rates, market rates shall be taken/ item rate analysis shall be prepared by the contractor and submitted for approval for BRBNMPL as per the market rates. The items of work where market rates are considered (for works involving supply, installation, fixing – material & labour components), shall be considered as given below:

- i. the cost of materials required for the work at actuals (bills to be submitted) along with the manpower supplied / required to execute the job (mandays) shall be assessed as per the prevailing minimum wage notification towards labour charges for executing the work.
- d. Further, on such items, 10% for contractor's profit and overheads will be paid extra on base rate but no additional percentage shall be added for the particular year, since item shall be analysed as per the current market rates. No escalation shall be entertained subsequently. The renewal of the contract shall be done on satisfactory performance. The estimated value of works in a year have been arrived at, for the total estimated value of works expected to be carried out during the year, however the value of each work order during the tenure shall not be more than ₹ 5.00 Lakhs in each case and there is no minimum limit for giving a work order. The value is indicative only; the amount may vary as per the requirement during the year. The GST as applicable and as prevailing will be paid as extra in the respective Work Order.

10. Mode of Payment:

- a. After the satisfactory completion of the work, the contractor has to submit the detailed measurement sheets and the compliance report from the complainer along with the bill in the prescribed format for payment. They have to make themselves available for taking final measurement failing which, the company reserves the right to take final measurement at its own & no claim later on shall be entertained.
- b. Before submission of the bill the contractor should ensure the complete site clearance.
- c. Statutory deduction of taxes will be made at source.
- d. Bill for the work done shall be raised by the Contractor and submitted in prescribed format, the measurements should be submitted in MS excel in standard measurement format for verification which shall be verified and released by the BRBNMPL after satisfactory completion of the job and certification as per the items description and satisfaction of BRBNMPL.
- e. Bill shall be released within two months from the submission of the bill subject to fulfilling the criteria as mentioned in clause (a) and (b) above.
- f. Bill shall be submitted in the prescribed format for payment.
- g. Contractor must submit the detailed measurement after completion of the work for payment and make available themselves for taking final measurement. In case contractor fails to do so, company reserves the right to take final measurement at its own & no claim later on shall be entertained.
Contractor will not be paid any mobilisation advance or secured advance. All the bills should be submitted as per proforma bills for payment (Section-XIX).
- h. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per measurements submitted for certification to BRBNMPL in MS excel MS sheets in standard measurements sheets. Deductions will comprise the deductions as stipulated including statutory deduction.
- i. The contractors must finally complete the work strictly in accordance with the Specifications, if required, by reconstructing or rectifying faulty work.
- j. The works have to be completed in all respects as per the terms and conditions of the works order and the bill (Final) for the same must be raised by the contractor in the prescribed format with all the necessary enclosures / supporting documents. No intermediate payments shall be entertained.
- k. **Final Bill:** The final bill along with no claim certificate shall be submitted by the Bidder within 2 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after the clearance of site of all rubbish, debris, vats, tanks, materials, and machinery

11. Quantity: Optional Clause

- a. **Option Clause:** The quantity mentioned in the tender is indicative. BRBNMPL reserves the right to procure additional quantity of material / quantum of work by 25% at any time, till expiry of the contract, by giving reasonable notice even though the quantity ordered initially has been completed in full (as per the Option Clause 19.3 of GCC [Section IV] of tender document).
- b. **Repeat Order Quantity:** In addition to Option Clause, BRBNMPL also reserves the right to procure additional 50% of the order quantity within 6 months from the date of last supply by placing repeat order against the previous order with

same rate and terms and conditions. However, both the option clause and the repeat order clause together shall not exceed 50% of the ordered quantity.

12. **Split Clause:** BRBNMPL reserves the right to split the Order at L1 rates between top two agreeable bidders in the ratio 60:40. However, the split clause is applicable subject to Purchase Preference for MSE's, Startups and Class-I Local suppliers as mentioned in previous paras above.
13. **Warranty:** The items supplied / work carried out should carry a warranty for a period of ONE Year for defect liability after the goods have been delivered and accepted by us in terms of the contract. (Please refer GCC clause 16 under Section IV).
14. **Tenure:**
 - a. Initially, the work order shall be issued for a period of one year.
 - b. It is renewable for another year on satisfactory performance. The contract can be terminated at any time at the discretion of the BRBNMPL with one month's notice without assigning any reason.
 - c. If, in any case the contract is extended beyond 02 years of tenure, the same shall be done with the mutual consent of the contractor.
15. **Security Deposit/Performance Bond:**

The successful bidder/s have to submit an initial security deposit of ₹ 25,000/- (Rupees Twenty Five Thousand Only).

However, subsequently 3% of the amount shall be deducted from all the forthcoming work orders / bills towards security deposit and shall be retained till expiry of Defects Liability Period / Completion of all contractual obligations including warranty obligations, whichever is later.

The same shall be released after the defect liability period of the respective work order without any interest to it.
16. The Contractor's co-ordination with other agencies appointed by BRBNMPL is essential to maintain smooth progress of the work and any delay, which in the opinion of BRBNMPL if due to non-co-ordination and inefficient management of the contractor will not be entertained.
17. **Withholding of Payments:** The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:
 - a. Defective work pointed out by the Employer and not remedied by the Contractor.
 - b. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers, or to nominated Sub-Contractors.
 - c. Damage by the Contractor to the work of other Contractors or Sub-Contractors.
 - d. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
 - e. A reasonable doubt that the Contractor intends to leave work items incomplete.
 - f. Failure of the Contractor to execute the Works in conformity with the Contract Documents.
 - g. Failure of the Contractor to meet or keep-up with the approved Construction Program.
 - h. Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.
18. **Replacement of rejected Materials:** The material rejected against a supply must be replaced free of cost by the supplier, on receiving such information from BRBNMPL within 15 days.
19. **Notification of Award:** BRBNMPL issues Notification of award / LOI to the successful bidders who qualify and become lowest bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance of the annual maintenance contract involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
20. **Defects Liability Period:**

Any defect, shrinkage, settlement or other faults which may appear within the —Defects Liability Period stated in the Appendix hereto or, if none stated, then within twelve months after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder , shall upon the directions in writing of

the BRBNMPL , and within such reasonable time as shall be specified therein, be amended and made good by the Bidder , at his own cost and in case of default the BRBNMPL may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.

21. **Liquidated Damages:** If the supplier fails to deliver any or all of the goods / services within the time frame (s) [delivery schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods [value of quality for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10%. [Please refer GCC Clause 24 under Section IV].
22. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
23. 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.
24. Sub-contract: Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of Security Deposit.
25. Copies of Certificates / Documents related to company profile like GST/VAT/CST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-Part-I.
26. Other Instructions:
 - a. A tenderer should quote the tender in figures as well as in words. The Rates and total amounts should be rounded off to nearest percentage (%) 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. A certified true copy of an absolute power of Attorney in favour of signatory should accompany tender 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 Deputy General Manager: 080 – 66602000, 66602034 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
 - 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, Bengaluru and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
27. No counter conditions shall be accepted.
28. **Rights of company:** BRBNMPL is not bound to accept the lowest or any tender or assign any reason for such non-acceptance. However, if the successful bidder refuses to take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to forfeit the EMD and no correspondence will be entertained and decision of the BRBNMPL will be final. The left over job will be finished engaging other agencies and the additional cost involved will be recovered from original contractor. In any of the above case company reserve the right to take necessary action as deemed fit against the contractor.
29. **Indemnity:** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub- Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.

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

Section II: General Conditions of Tenderers (GIT)

Part – I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section - VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in

GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.

- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender document includes: -

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

contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments to it.
- 7.2 Such an amendment will be uploaded in the website and notified in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.
- 7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

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

9. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with

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

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

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

NB: The tenderers may also enclose in their tenders, technical literature and other documents

as and if considered necessary by them.

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

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

11. Tender currencies

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

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

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

12. Tender Prices

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

12.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined

schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.
 - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
 - d) The price of incidental services, as and if

mentioned in List of Requirements.

- 12.6 For goods of foreign origin offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
 - b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
 - c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
 - d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

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

12.8 Goods and Services Tax

- a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the

absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders.

- b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

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

assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract.

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

- i) The tenderer should quote the exact percentage of GST that they will be charging extra.
- ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii) The tenderer while quoting for tenders should give the following declaration: "We agree to pass on such additional input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly."
- iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

12.11 Duties, taxes and other levies of Local bodies

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

the same to the purchasing department for reimbursement and, also, for further necessary action.

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

12.12 Duties / Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

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

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

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

12.14.3 Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules &

regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

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

13. Authorized

Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized

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

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

Note:

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

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

14. Firm Price / Variable Price

- 14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and

considered further, taking price variation asked for by the tenderer as zero.

- 14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6 In case delivery period is refixed / extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:
- i. A bill of ERV claim enclosing working sheet
 - ii. Banker's Certificate/debit advice detailing FE paid and exchange rate
 - iii. Copies of import order placed on supplier
 - iv. Invoice of supplier for the relevant import order

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

contract if its tender is accepted.

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

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it is / will be duly represented by an authorized Dealer/Distributor/Representative stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

17. Documents establishing Good's Conformity to Tender document

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature,

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

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

17.3 If a tenderer furnishes wrong and/or 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 Tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from

payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be).

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

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

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

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

equivalent foreign exchange amount)

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

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

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

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

19. Tender Validity

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/telex/cable followed by surface

mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

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

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

20. Signing and Sealing of Tender

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

- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- (b) As Partner (s) of the firm;
- (c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

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

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

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender

marking them as "Original" and "Duplicate".

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

20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled 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 initialled by the person(s) signing the tender.

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System) - first part containing the

relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.

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

D SUBMISSION OF TENDERS

21. Submission of Tenders

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

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

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

E TENDER OPENING

24. Opening of Tenders

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

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

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

24.4 In the case of two bid system mentioned in clause 20.8

above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD / Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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

- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.

- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the

total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

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

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

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

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

duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

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

36. Tenderer's capability to perform the contract

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

36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document. Such determination will be based upon scrutiny and

examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

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

39. Contacting BRBNMPL

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

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

G AWARD OF CONTRACT

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

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours:

- i. Submission of misleading / false / fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent / un-encashable 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 administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would ban / blacklist Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

45. Notification of Award

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

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

46. Issue of Contract

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

46.2 Within seven days from the date of issue of the contract,

the successful tenderer will return the original copy of the contract, duly signed and dated, to BRBNMPL by registered / speed post.

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

- i. Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.
- 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 misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

Depending on the anticipated overall drawal against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, the procuring entity shall consider obtaining

Performance Security @ 5% (Five percent) of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

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

52. Tenders involving Samples

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

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

52.3 Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired,

purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BRBNMPL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII "Quality Control Requirements" in the SBD.

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

53.2 The qualification / eligibility criteria required and the

format of submission of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.

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

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

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

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

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

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

53.9 In case of EOI for registration of vendors, registration letters

would be issued to the short listed tenderers.

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

54. Tenders for Disposal of Scrap

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

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

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

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

54.2.3 All quantities of scrap whether by weight or

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

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

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

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

54.2.7 Any person giving offer shall be deemed to have

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

54.3 Submission of Offer

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

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

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

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

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

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BRBNMPL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.

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

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full

quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

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

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

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

54.5.1 Non-Misuse

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

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

55. Development and Indigenization Tenders:

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

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

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

- i. Price / rate for bulk supply of item in development / indigenization supplies and
- ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to

manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

55.7 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment / spares is limited/small/uneconomic if

distributed between two vendors, the entire order could be placed upon the L1 vendor only.

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

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

55.10 Period of Development Commitment

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

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

1. Compliance of Security Norms:

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

2. Safety & Security Measures:

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take –Workmen's Compensation Insurance' policy to all of his workmen engaged for the said job and copy of the same to be submitted.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions

- shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) Protective gear such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the contractor at his own cost to all his manpower at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
 - g) The contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
 - h) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BRBNMPL in this regard shall be final and binding on the contractor.
 - i) The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
 - j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
 - k) BRBNMPL is a security organization and hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. The Contractor shall not allow any visitor to the site without the prior written approval of BRBNMPL.
3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
 4. Compliance to all the statutory / regulatory norms and practices (like ESI / PF /labour license etc.) shall be the sole responsibility of the contractor / firm / agency and shall indemnify BRBNMPL at all times.
 5. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
 6. The calculations made by the tenderer should be based upon probable quantities of several items of work, which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not a lump sum contract.
 7. 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.
 8. Defects Liability Period: One year from the date of completion of work. In case contractor fails to attend the defect within a week from the date of intimation, it shall be got rectified by the BRBNMPL through another agency at contractor's risk and cost
 9. Refusal of Work: In case successful Contractor fails to start the work after placing work order or leave the site without completing the total work, the Contract shall be terminated and EMD including security deposit shall be forfeited. In such case, the name of agency is liable for being blacklisted and delisted from our approved list. In addition, Company reserve the right to complete the unfinished job by engaging other agency at risk & cost of the contractor.
10. Tender Evaluation:
- a) The works to be carried are in the BRBNMPL (Corporate Office and National Games Housing Complex), Bengaluru. BRBNMPL reserves the right on issue Parallel contracts among participated agencies on L1 rate.
 - b) The agency(s) have to quote the percentage above/below/at par on the scheduled rates for Civil / Miscellaneous works and at par.

- c) The evaluation shall be based on the Lowest (L1) percentage rate quoted. 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.
- d) The rates shall be applicable as per the relevant year KPWD SR rates, Bengaluru Circle as published by the PWD and the works shall be awarded by adding their quoted percentage for the particular year, (however any item not covered in the PWD SR rates and is required to be executed, rates shall be worked out as per the market rates for which contractor to submit the rate analysis for approval of the BRBNMPL). The items of work where market rates are considered (for works involving supply, installation, fixing – material & labour components), a ratio of 70:30 shall be applicable. 30% over and above the cost of materials shall be provided as labour charges for executing the work. Further, on such items, 10% contractor's profit and overheads will be extra on base rate but no additional percentage shall be added for the particular year, since item shall be analysed as per the current market rates.
- e) 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.
- f) Bid Currencies: Prices shall be quoted in Indian Rupees only.
- g) Parties whose bids are not as per our terms and conditions mentioned in this tender and those bids are with counter conditions are liable for rejection. For any clarification, tenderer may meet the Technical Division personnel on any working day

11. Conditions of Performance: Contractor confirms and assures that:

Contractor has the requisite skilled and qualified personnel to perform the services.

- a) Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
- b) Contractor shall at all times ensure that the supply of know-how, Manpower, Materials, Equipment, Tools and Vehicles shall be adequate to satisfactorily undertake the scope of services without delay.
- c) 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.
- d) Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable

12. Rights of the Company:

- a) BRBNMPL reserves the right to issue parallel work order amongst the participating agencies based on the L1 rate.
- b) 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.
- c) Any treasures, antiques, valuable etc. found during excavation belong to the BRBNMPL and the same shall be handed over without causing any damage to them.
- d) 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.

13. Superintendence: Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract approval is obtained from the BRBNMPL

(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	Not Applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10, 11, 12, 13, 14, 15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	16, 17	Documents Establishing Tenderer's Eligibility and Qualifications Documents establishing Good's Conformity to Tender document	No Change
6	18	EMD	Not Applicable
7	19	Tender Validity	120 days from date of opening of tender.
8	20	Number of Copies of Tenders to be submitted	One
9	21, 22 23, 24, 25	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender, Opening of tenders, Basic Principle	No Change
10	35. 2	Additional Factors for Evaluation of Offers	Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied should be strictly as per given specification without counter conditions.
11	43	Parallel Contracts	Applicable
12	50. 1, 50. 3	Tender For rate Contracts	Applicable
13	51. 1, 51. 2	PQB Tenders	Not Applicable
14	52. 1, 52. 3, 52. 5	Tenders involving Purchaser's & Pre-Production Samples	Not applicable
15	53. 4, 53. 5, 53. 7	EOI Tenders	Not applicable
16	54. 3. 1, 54. 5. 2	Tenders for Disposal of Scrap	Not applicable

17	55. 2, 55. 3, 55. 7, 55. 8	Development/Indigenization Tenders	Not applicable
18	Clarification of Bidders:	For any clarification bidder may contact this office on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorization paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained.	
19	Sub-contract	Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for termination forthwith and forfeit the Security Deposit	
20	Clarification of Bids	During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from the date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.	

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

Section IV: General Conditions of Contract (GCC)

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

Section V: Special Conditions of Contract (SCC)

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

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

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

Sl. No	GCC Clause No.	Topic	SCC Provision
1.	8.2	Packing and Marking	No change
2.	11.2	Transportation of Domestic Goods	No change
3.	12.2	Insurance	No change
4	14.1	Incidental Services	No change
5	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No change
6	16.2, 16.4	Warrantee Clause	Applicable
7	19, 19.3	Option Clause	No change
8	20.1	Price Adjustment Clause	No Change
9	21.2	Taxes and Duties	No Change
10	22, 22.1, 22.2, 22.3, 22.4, 22.6,	Terms and Mode of Payments	No Change
11	24.1	Quantum of LD	No Change
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
13	33.1	Resolution of Disputes	No change
14	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable

1. **Statutory Requirements:**

- i) The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Karnataka Factory Act, Contract Labour Act, Minimum wages Act/Payment of wages act, Industrial disputes act 1947 and other related labour legislatures, EPF & MP acts, ESI act etc., indemnify Company from any claims in future or due to any breach of the statutory requirements. The Company, as a principal employer, shall enforce the provisions of these Acts. All statutory requirements shall be scrupulously followed, non-compliance in this regard may lead to necessary action as deem fit.
- vi) It shall be the sole responsibility of the contractor to ensure safety to all his workers.
- vii) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- viii) BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
- ix) The Contractor shall keep BRBNMPL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against BRBNMPL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract
- x) Contractor shall indemnify BRBNMPL against any liability for any accident, death or injury to BRBNMPL's servants or agents or against any loss of or damage to any property belonging to BRBNMPL, its servants or agents which shall arise out of the

performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.

- xi) Statutory Deductions: Statutory deductions shall be made at source as per rule
2. 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.
3. 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.
4. All materials and workmanship shall be subject to inspection, examination, and test by the BRBNMPL at any and all times during the period of contract. It is responsibility of the contractor intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the BRBNMPL.
5. 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.
6. Contractor's Working Hours:
- a. Contractor will have to work after normal working hours and on Sundays / Holidays to fulfil its obligation of services. Overtime if any for such work shall be to Contractor's account deemed to have been included in the rates quoted.
- b. After normal daily working hours the Contractor is required to deploy the manpower on Sundays / holidays to cater any crises or exigencies on requirement basis without any extra cost to BRBNMPL. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by BRBNMPL's Representative(s) without any extra cost to BRBNMPL.
- c. During the festive days, Contractor at no extra cost to BRBNMPL shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by BRBNMPL.
7. Force Majeure Clause:
- BRBNMPL shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination.
- Further in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Purchase order, the company by giving a notice of reasonable time to supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination
8. Conflict of Interest:

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

Section VI – List of Requirements
Tender Enquiry No: 009/CO/LT/2020-21 dated January 22, 2021

Tender Notice for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru

Sl. No.	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
01	Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru. As per Scope of work mentioned at List of Requirement – Section-VI & VII		Not Applicable	Estimate Value: ₹ 20,00,000/- (Rupees Twenty Lakhs Only)

Delivery Schedule: Shall be intimated in the respective work orders

1. Price BID been submitted as per given format_ (Section XI: Price Schedule –Part-II Bid) in separate sealed envelope.
2. 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.
3. Payment terms are accepted as per tender conditions.
4. I have the proof of following mandatory documents and enclosed along with tender documents.
 - a. Our company's profile.
 - i. Name and complete address of the firm:
 - ii. Status of the firm: Proprietor / Partnership / Regd. Company / Co-op. Society (Copy of documentary evidence furnished)
 - iii. Name & Address of the proprietor /partner/Director (as case may be)
 - iv. Local / Central Sales Tax / GST / Excise Reg. No.: (Copy of certificate enclosed) (if applicable)
 - v. Income Tax P.A.N. No.: (Copy enclosed)
 - vi. PF, ESI Registration details:
 - vii. Bankers and their Address:
 - viii. Whether falling within MSME? (Micro, Small and Medium Enterprise), if so please furnish documentary evidence to this effect.
 - b. List of valuable customers:
7. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents have been enclosed.
 - a. Proof of Eligibility criteria, work completion certificates & Experience
 - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no.
 - c. Valid ESIC and PF Registration Certificate copies
 - d. Copy of Income Tax PAN card
 - e. Copy of Local/CST/GST/Excise Reg. certificates.
 - f. Audited balance sheet for previous THREE years i.e. for the financial year ending March 2018, March 2019 & March 2020.
 - g. Copy of Registration certificate under MSME (if applicable)
 - h. Signed copy of entire Tender document.
8. We confirm having read the terms and conditions of tender, scope of work and having visited the site, we have submitted the price bid. The Price bid is quoted exactly as per your format (Section-XI) and is inclusive of labour cost, statutory levies, duties, GST & all other charges as per Scope of work. While quoting, we have given consideration for minimum wages, escalation and statutory compliances.
9. We confirm that on being successful in the tender we would execute the work exactly as per the terms and Conditions of the Tender.

10. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of acceptance.
11. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
12. We have gone through the other tender conditions mentioned in Section-II: (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC)) of this tender & we abide to follow above sections as a part of this tender.
13. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date: / / 2021

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

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

Section VII – Technical Specifications

The Company wishes to go for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru and accordingly invites quotations from eligible, resourceful and efficient contractor/(s) / vendors / agencies who could render their services for the same.

1. General Conditions:

- a. We invite rate contract for various Civil & Other Related Works at both Corporate Office and the official residences at Yamuna Block, National Games Housing Complex, Koramangala, of BRBNMPL as per the prevailing PWD Schedule of Rates, Bangalore Circle.
- b. The job shall be taken up on as and when required basis throughout the year.
- c. The work shall be taken up as per the requirement for the value up to ₹ 5.00 Lakhs in each case or the value as decided by the BRBNMPL.
- d. In case of parallel contracts, the job shall be awarded on rotation / performance basis considering the quality, performance, timely completion of the job and availability of the Agency.
- e. Payment shall be released as per the work order conditions.

2. Scope of Work and Placing of Work Orders:

The scope of work shall be specified while placing work order for the individual works. Work orders shall be placed on as and when required basis as per the requirement.

- a. The job includes all kinds of civil and other related works including electrical as per item description mentioned in the BOQ of respective Work Orders, working at all heights and levels.
- b. The rate for respective item(s) shall be for the complete finished work and shall also include but not limited to the following bye-works/ activities, all complete at all level(s) and location(s) as per specification and direction of BRBNMPL.
- c. Rates shall be inclusive of providing scaffolding wherever required and removal of the same at all heights and levels for G+2 building.
- d. Special care shall be taken by providing suitable covers tarpaulins etc., to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants. The rates quoted shall include covering of furniture and for handling and re-arranging the furniture etc. and any damage to property caused by the contractor, shall be made good by the contractor at his cost. The internal painting work in residential buildings shall be done in sequence to complete all works required to be done, in as short time as possible, in that area has been completed.
- e. The Contractor shall arrange all the required materials, tools tackles, labour, transportation etc., at his own cost. The quality / brand of the materials to be used shall be of approved superior quality of brands / models as per the directions of BRBNMPL.
- f. The Contractor must follow all safety norms during his work & also take care of BRBNMPL property as per instructions.
- g. The Contractor must clear the site at his own cost after completion of his work; otherwise BRBNMPL will deduct a suitable amount from their bills and get the job done separately.
- h. The quality of the materials used shall be in accordance with the IS / BIS and the works shall be carried out as per the specifications laid out by CPWD/KPWD/manufacturer to the satisfaction of BRBNMPL.
- i. In case there shall be an increase in the BOQ / requirement of a non BOQ item to be operated, then the same shall not be taken up without the written approval of BRBNMPL.

3. Time period:

- a. The total job should be completed within time period as mentioned in the relevant work order from the date of issue of respective order. The total time period as mentioned for the completion of the job is to be strictly maintained and is the essence of the order.
- b. If the contractor fails to take up the work within a reasonable time or refuses to accept the work order or leave the job incomplete, BRBNMPL reserves the right to forfeit the

security deposit as applicable and no more quotations will be issued to the party in future & Contractor shall be Blacklisted.

4. **Liquidated Damages:** For any delay beyond the time specified above without any valid reason/(s), liquidated damages @ 0.5% of the value of the work shall be levied per week of delay, subject to a maximum of 10% of incomplete contract value. The contractor may apply for extension at least Ten (10) days prior to the date of completion with valid reasons beyond the control of contractor.

The technical specifications shall be mentioned while placing work order for the individual works. Work orders shall be placed on as and when required basis as per the requirement.

**Section VIII: Quality Control Requirements/Declaration by the tenderer -
Tender Enquiry No: 009/CO/LT/2020-21 dated January 22, 2021**

Tender Notice for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru

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

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender / work order 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. The quality of the materials used shall be in accordance with the IS / BIS and the works shall be carried out as per the specifications laid out by CPWD/KPWD/manufacturer norms.

Section IX: Qualification/ Eligibility Criteria

Part-I: Technical Bid Criteria

1. The bidder should be currently in similar business and in sound financial condition.
2. Financial Soundness:
 - a. The average annual turnover of the company should be more than ₹ 6.00 lakhs in the last three years ending 31/03/2020.
 - b. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2020.
 - c. The Net Worth of the firm should be positive and should not have eroded by more than 30% year on year in the last 3 years ending 31/03/2020.

Documents to be submitted in support of the above criteria.

- a. Audited / Chartered Accountant Certified P & L Account and Balance sheet for the FY 2017-18, FY 2018-19 and FY 2019-20.
 - b. CA certified turnover as per the format enclosed at Annexure A – Proforma for financial certificate.
3. Duration of Past Experience: The bidder should have a minimum seven (07) years' experience of having successfully completed works of similar nature
 4. Experience Criteria:
Minimum qualification: The bidder should have executed similar works ending last date of the previous month in which the tender is floated:

Three similarly completed works each costing not less than the amount of value of 40% of estimated value (i.e., ₹ 8.00 lakhs) in the last 7 years up to 31.12.2020.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (i.e., ₹ 10.00 lakhs) in the last 7 years up to 31.12.2020.

OR

One similarly completed works each costing not less than the amount of value of 80% of estimated value (i.e., ₹ 16.00 lakhs) in the last 7 years up to 31.12.2020.

Note: Similar type of work means building construction, fabrication, Repair and Maintenance Works, Renovation / Alteration / Modification / Rectification Works, etc. Sub Contracted works will not be considered.

Documents to be submitted in support of above criteria.

- a. Work orders / performance Certificate with corresponding Work Completion Certificate indicating a) Name of Work, b) Name of Client c) Actual Value of works on completion d) Actual date of completion

General Criteria:

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

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

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

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

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

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

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

Confidentiality Statement

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

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

Yours faithfully,

()

Seal

Name

Signature with date

Declaration

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

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

Yours faithfully,

()

Seal

Name

Signature with date

Section X: Tender Form

Date:

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

Ref: Your Tender Enquiry No: **009/CO/LT/2020-21** dated **January 22, 2021**

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

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

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

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

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

Proforma of Techno-Commercial Bid – Tender Document for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru

Dated this _____ day of _____
For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you.
Yours faithfully,

Seal

Signature with date Name:

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

Section XI: Price Schedule

Proforma of Price Bid cum Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru

From:

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

Dear Sir,

SUB: Tender Notice for Item Rate Contract for Civil and Other Related Works at BRBNMPL, Bengaluru

REF: Your Tender Enquiry No: **TENDER No: 009/CO/LT/2020-21 dated January 22, 2021**

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

Item wise Price bid:

Contractors to quote percentage (%) above / at par/ below the schedule rate given for civil and Other Related works in BRBNMPL, Bengaluru mentioned below for each year as per details given below.

Sl. No.	Work Description	Percentage above / at par / below the KPWD Schedule of Rates Bengaluru Circle FY 2018-19 (In figures & Words)
01	Item Rate Contract for Civil and Other Related Works	

NOTE:

1. The Percentage quoted – above/ at par/below the KPWD Schedule of Rates, Bengaluru Circle FY 2018-19 and should be inclusive of all the materials, labour, transportation, insurance, loading/ unloading, contractors profit, applicable taxes, etc. or any other inputs unless mentioned otherwise, excluding GST.
(GST as applicable and as prevailing will be paid as extra in the respective Work Orders).
2. The percentage is quoted with all awareness of the site conditions and after going through the tender documents in details.
3. We confirm that there would not be any price escalation during the tenure of contract.
4. We confirm that we will abide by all the tender terms & conditions of tender, scope of work and we do not have any counter conditions.
5. We confirm that tendered item will be supplied as per specifications.
6. In addition to the above, in case of any further Govt. tax liability arises during the currency of the contract, the same shall be borne by us accordingly.

Thanking you,
Yours faithfully,

Seal

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

Firm:

Section XII: Questionnaire / Checklist

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

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

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

.....

(Signature with date)

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

For and on behalf of

.....

(Name, address and stamp of the tendering firm)

SECTION XV: Bank Guarantee Form for Performance Security

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

Date: -----

Performance Guarantee No.

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

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

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

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

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

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

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

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

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

Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

Contract No dated.....

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

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

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

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

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.)	Total price
--------------	---------------------------------------	-----------------	-------------------------	---------------------	-------------

Any other additional services (if applicable) and cost thereof:

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

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

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

(Name and address of the supplier)

.....
(Seal of the supplier) Date:

Place:

Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Signature and Stamp of
Bidder

Date: / /
2018

Section 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
Corporate Office,
B.R.B.N.M.P.L,
Bengaluru 560029

Invoice / Bill No. & Date	
PAN No.	
TIN No.	
VAT No.	
GST No.	

Sub: Submission of Bill for payment

Si. No.	Work Order No: & Date	Item Description	Quantity	Rate (₹)	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

Section XX: Proforma of Financial Turnover Certificate

Certificate

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

To whom so ever concern

Dear Sir,

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

This is to certify that M/s. _____

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

Financial Years	Annual Turnover	Profit / (- Loss) for the year	Net worth as on year end
2017-18			
2018-19			
2019-20			
Total			

The above information is based on the audited accounts

Place:

Date:

Seal:

Signature of the CA with Membership No.

NATIONAL ELECTRONIC FUND TRANSFER

Model Mandate Form

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

Name of the Scheme and the periodicity of payment

No.

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

Annexure-B

Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017'

1. As per the revised Order, suppliers have been classified as 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier' as defined below (*para 2 of order*): -
 - 'Class-I local supplier' - supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - *shall get purchase preference* provided quoted price falling within margin of price preference i.e. within L1 + 20%
 - 'Class-II local supplier' - supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - *shall not get any purchase preference*
 - 'Non-local supplier' - supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - *shall not get any purchase preference*
2. Other important definitions (*para 2 of order*): -
 - 'Local content'- means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent
 - 'Margin of purchase preference' – means the maximum extent to which the price quoted by a 'Class-I local supplier' can be above L1 price for the purpose of purchase preference. The margin of purchase preference shall be 20%
3. Different procurement scenarios in procurement of Goods, Services or Works (*para 3*): -

S/N	Scenario	Tender Type	Tender value	Eligible bidder	Relaxation
1	There is sufficient local capacity and competition	OTE/NCB	Any value	'Class-I local supplier'	Relaxation (as per para 10 (a) and (b) of order)
2	There isn't sufficient local capacity and competition	OTE/NCB	< ₹200 crore	'Class-I local supplier' 'Class-II local supplier'	Relaxation (as per para 10 (a) and (b) of order)
		GTE/ICB	Any value*	'Class-I local supplier' 'Class-II local supplier' 'Non-local supplier'	Relaxation (as per para 10 (a) and (b) of order) to Class-I and Class-II local suppliers

* For tender value < ₹200 crore, GTE/ICB shall not be issued except with the approval of Competent Authority as per amended Rule 161 (iv) of GFR 2017

4. Procedure for purchase preference to 'Class-I local supplier' applicable for procurement scenario 2 in para 3 above is explained below in brief (*para 3A (b) and (c) of order*): -
 - i. Procurement of Goods and Works which are *divisible* in nature (e.g. consumables): -
 - If L1 is 'Class-I local supplier' – 100% awarded to L1
 - If L1 is *not* 'Class-I local supplier' – 50% awarded to L1
 - Remaining 50% awarded to lowest bidder among 'Class-I local supplier' falling within L1+20% subject to matching L1 price
 - If unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
 - ii. Procurement of Goods and Works which are *not divisible* in nature (e.g. Varnish Plant) and procurement of Services where bid is evaluated on price alone: -
 - If L1 is 'Class-I local supplier' – 100% awarded to L1
 - If L1 is *not* 'Class-I local supplier'
 - Lowest bidder among 'Class-I local supplier' falling within L1+20% is invited to match L1 price – contract awarded subject to matching L1 price

- If unable to match L1 price, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - If none of the 'Class-I local supplier' bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder
5. The following clauses have to be *mandatorily* mentioned upfront in NIT or in any other section of SBD (*first 3 as per para 7 of order and the remaining additional*): -
- Minimum local content, definition of local content, classifications of suppliers (as per para 2 of DPIIT order),
 - Margin of purchase preference (para 6 of DPIIT order),
 - Procedure for purchase preference (para 3A (b) & (c) of DPIIT order, as applicable),
 - Verification of local content (para 9 (a) & (b) of DPIIT order, as applicable),
 - False declarations (para 3A (f) & (g) of DPIIT order),
 - Relaxations in Eligibility Criteria (para 10 (a) & (b) of DPIIT) order)
6. Besides above, the bidders have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/ GeM.*

Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'

(To be declared upfront in NIT or in any other section of SBD)

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
 - District Industries Centers (DIC)
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME (MoMSME)
 - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarised copy of the DIC certificate.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
5. **Manufacturer for tendered items / Service provider of tendered services:** The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
6. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
7. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
8. 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 Micro and Small Enterprises.
9. Items which are reserved for exclusive purchase from MSEs (*Annexure 33b of Procurement Manual 2020*) shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
10. Subject to meeting terms and conditions stated in the tender document, *at least 25%* of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
11. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
12. In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
13. 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.

14. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
15. 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.
16. 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.
17. For more clarity in this regard, following table is furnished: -

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
	Not L1 but within L1+15%	At least 25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
19. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.
20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be SC/ST
 - In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
21. **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ ST entrepreneurs. MSE owned by Women is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be Women
 - In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by Women promoters
22. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/ GeM.*

CONDITIONS FOR START-UP COMPANIES

1. Subject to meeting of Quality and Technical specifications, BRBNMPL may consider allowing the participation of “Start-up” companies with capability to execute the supply/ services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
4. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
5. 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.
6. 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.
7. Start-up Companies have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.*

PROCEDURE TO BE ADOPTED WHEN THE BIDDER QUALIFIES AS BOTH MSE AND CLASS-I LOCAL SUPPLIER

The option in case of bidders qualifying under both Policies, namely, Public Procurement Policy for MSEs Order, 2012 (MSEs-2012) and Public Procurement (Preference to Make in India) Order, 2017 (MII-2017) shall be exercised as under:

1. The bidder can avail only one out of the two applicable purchase preference policies, i.e., MSEs-2012 and MII-2017. Therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible under both the Policies, BRBNMPL shall evaluate his offer considering MSEs-2012 as the default chosen option.
2. In case a bidder opts for preference under MSEs-2012, he shall not be eligible to claim benefit under MII-2017 (irrespective of the fact whether he furnishes the details of local content in his offer and the same meets the stipulated local content criteria).
3. In case a bidder opts for purchase preference based on MII-2017, he shall not be entitled to claim benefit of purchase preference as applicable for MSE bidders under MSEs-2012. However, the exemptions from furnishing Bid security (EMD) shall continue to be available to such a bidder.
4. In view of the above,
 - a. The bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
 - b. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
 - MSE bidder (MSEs-2012)
 - Class-I local supplier (MII-2017)
5. In case the bidder has not declared his status as to whether he is an MSE Bidder or Class-I local supplier during bid submission, then he will be considered as non MII-2017 compliant bidder and evaluated accordingly. No further correspondence will be made in this regard.

Examples of Purchase Preference:**a. Non divisible item**

- L1 bidder is neither MSE nor Class-I local supplier
- L2 bidder is Class-I local supplier (within L1 + 20%)
- L3 bidder is MSE bidder (within L1 + 15%)

L3 bidder i.e. MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, Order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (Class-I local supplier)

b. Divisible item

- L1 bidder is neither MSE nor Class-I local supplier
- L2 bidder is Class-I local supplier (within L1 + 20%)
- L3 bidder is MSE bidder (within L1 + 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him for at least 25% of the tendered quantity. For balance quantity (i.e. 50% of tendered quantity/value), option for matching the L1 price shall be given to L2 bidder (Class-I local supplier). Remaining quantity (25%) shall be awarded to natural lowest bidder. For further clarification, in case an item has quantity 4 nos. then 1 no. (25%) can be given to MSE bidder, 2 nos. (50%) to Class-I local supplier and left out 1 no. to natural L1 bidder.

Note:

The above two examples are not applicable to the Works Contracts since MSEs Order, 2012 is not applicable to works contracts.

- In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying under MII-2017.
- In case lowest bidder is a Class-I local supplier, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. MSEs-2012 only.

(To be in the Company letter head)

Date :.....

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

(To be filled in the Company letter head)

Date:

Sl No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I local supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I local supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor/ authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.
	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	In case you are both a valid MSE bidder and Class-I local supplier (Make in India Policy), please give your preference. (Please tick any one)	<input type="checkbox"/> MSE <input type="checkbox"/> Class-I local supplier
	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender
Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be		

Sl No	Particulars	Details
		incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy. I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.

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

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

B. Categorization of Start-up Companies

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

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

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

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

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

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

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

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

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

BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT

To,
The General Manager
BRBNMPL,
Bengaluru

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

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned "Tender/Work" from the BRBNMPL Portal.
2. I/We understand that according to terms and conditions of this tender, bids must be supported by a bid security, which may be in the form of Bid Security Declaration.
3. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the period of validity or if I/We are awarded the contract and I/We fail to sign the contract (NoA / LoI / P.O. / W.O. / Agreement etc.) or to submit a performance security before the deadline defined in the request for bids document then I/We will be suspended for the period of 1 (ONE) years from being eligible to submit Bids to BRBNMPL, Salboni.
4. I/We understand that this Bid Security Declaration shall cease to be valid under the following circumstances:
 - a. I am/we are declared ineligible/ unsuccessful or
 - b. I am/ We are declared as successful bidder and I/we have furnished the Performance Security and Signed the Contract within the stipulated time.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories Seal

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