

This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender. Participation in this tender is by invitation only and is limited to the selected BRBNMPL's Registered / approved Bidders for the items, who have been sent this Tender by Post/Courier. Unsolicited offer is liable to be ignored. However, registered vendors with Central Purchase Organization (CPO) can also apply for this tender.

LIMITED TENDER ENQUIRY
Standard Bidding Document (SBD)
(Procurement of Goods and Services)
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

Corporate Office, Bangalore 560029

Ph: +91 80 66602000, Fax : +91 80 66602039

Website: www.brbnmpl.co.in

Email: cobangalore@brbnmpl.co.in

Not Transferable

Security Classification: Security (Services)

Vulnerability Assessment and Penetration Testing (VAPT) services

Tender No.011/CO/Tech/2020-21 dated: 29-01-2021

This tender document contains: 71 pages

The tender document is sold to:

<p>M/s. _____</p> <p>Address _____</p>
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Details of Contact person in BRBNMPL regarding this tender:

Name: Shri S M Pawale

Designation: Deputy General Manager

Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

No. 3 & 4, 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road,
Bangalore 560 029

Ph: +91 80 66602000, Fax : +91 80 66602039

Email: smpawale@brbnmpl.co.in

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Section I: Notice Inviting Tender (NIT)**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED****(Wholly owned Subsidiary of Reserve Bank of India)**

No. 3 & 4, 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road,
Bangalore 560 029

Website: www.brbnmpl.co.in

Email: cobangalore@brbnmpl.co.in

Tender No. 011/CO/Tech/2020-21

DATE: 29-01-2021

1. Sealed tenders are invited from eligible and qualified tenderers for supply of following goods & services:

Sl.No.	Brief Description of Goods / Services /Category	Quantity (in Nos.)	Earnest Money * (in Rs.)	Remarks
1	Vulnerability Assessment and Penetration Testing (VAPT) services for BRBNMPL	As mentioned in Section VII of this tender	Nil/-	For detailed specifications pl. see section VII of this tender document

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.)	Two Bid System (Part-I Techno-commercial bid & Part-II Financial/Price Bid)
Date of Sale of tender documents	From 29-01-2021 to 19-02-2021 during office hours
Price of the Tender Document	Rs.500/- (inclusive of applicable Taxes)
Place of sale of tender documents	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.
Closing date and time for receipt of tenders	19-02-2021 at 10:30 hours
Place of receipt of tenders	Technical Section, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bannerghatta Road, BTM Layout, Bengaluru
Time and date of opening of tenders	19-02-2021 at 11:00 hours
Place of opening of tenders	First Floor, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bannerghatta Road, BTM Layout, Bengaluru-560 029.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Dy. General Manager (Technical), Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bengaluru-560 029.

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
3. Tender documents may be purchased on payment of non-refundable fee of **Rs.500/- (Five Hundred**

Rupees) per set through

- a) Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of "**Bharatiya Reserve Bank Note Mudran Private Limited**", payable at **Bengaluru**.
- b) Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers). For payments to be made online transfer through NEFT/RTGS at BRBNMPL account State Bank of India, State Bank Of India A/c No.: **10605523157** IFSC: **SBIN0006861**
- c) Other Electronic Modes of Payment as per UPI id and QR code given below.
 - (i) Unified Payments Interface (UPI) (BHIM-UPI)
 - (ii) Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



Scan & Pay Using Any UPI App to

UPI ID: **brbnmplban@sbi**

MERCHANT NAME: **BHARATIYA RESERVE BANK NOTE**

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

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 **Rs.500** for domestic post and **Rs.5000** 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 tender by utilizing the downloaded document, along with the required non- refundable fee as mentioned in Para 3 of 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 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. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on **Overall Lowest (L1) bidder** from eligible bidders as per section XI.
10. BRBNMPL reserves the right to cancel the tendering process/reject all bids/re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.
11. 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.
12. Tenderers who are currently registered and shall continue to remain registered during the tender validity period with **Central Purchase Organization (CPO)** are exempted from payment of **tender fee** and **earnest money** and it should furnish certified copy of its valid registration details.
13. **Timeline:**

Sl. No.	Parameter	Timeline
1	Bidder to arrange eligible resources/ software / tools to carry out VAPT, WAPT, Revalidation, Application Security Audits.	Within 15 days from the date of receipt of the request from BRBNMPL.
2	Bidder to complete the deliverables as given in Scope of work.	Within 90 days from the date of start of work.

14. **Liquidated Damages:**
For any delay in achievement in any of the mile stones beyond the scheduled timeline period, BRBNMPL reserves the right to deduct liquidated damage @0.5% for every week of delay or part thereof subject to a maximum of 10% of the total value of Tender.
15. **Delivery:**
The services are required to be provided at the following three locations
 1. **BRBNMPL, Corporate Office No.3&4, 1st stage, 1st phase, BTM layout, Bannerghatta road, Bengaluru - 560029**
 2. **BRBNMPL, Note Mudran nagar, Metagalli Industrial area, Mysuru-570003**
 3. **BRBNMPL, Note Mudran Nagar, Salboni, West Midnapore, West Bengal - 721132**
16. **Use of Original Software/Tools:**
The bidder should use only legal / valid software/ licensed tools for delivering any of the services as mentioned in the Scope of work. BRBNMPL shall not bear any cost for the tools used for these services. BRBNMPL would not be responsible for any use, either direct or indirect, of illegal software by the bidder. The bidder would indemnify BRBNMPL against the same.

17. Payment Terms:

- a) Payment shall be made on the actual usage of services against every item as defined in the contract.
- b) Payment would be made through Electronic Fund Transfer (NEFT) only. Hence, please ensure that the bank detail is submitted by you is correct or submit the latest bank details in the format available with us.
- c) The payment will be made against invoices submitted as and when the services are availed and duly approved by a BRBNMPL representative. Billing address for all the three locations shall be **BRBNMPL, Corporate Office, No.3 & 4, 1st stage, 1st phase, BTM layout, Bannerghatta road, Bengaluru – 560029. GST No.29AAACB8111E1Z1.**
- d) No advance payment shall be made for any activity.
- e) The price quoted in the price bid should cover all charges as for the deliverables mentioned in the Scope of work
- f) The release of above payments is subject to a security deposit as mentioned below. Payments will be made on the submission of the original Invoice/Bills, warranty card, Audit Reports etc. Any applicable taxes will be deducted at source at the time of payment.

18. Security Deposit:

An amount equal to 3% of the Contract value shall be submitted as a security deposit within 21 days from the date of issue of the LOI till the completion of all the contractual obligations plus 60 days claim period.

The security deposit can be in the form of DD or Bank Guarantee. Bank Guarantee shall be submitted in the format as available on our website www.brbnmpl.co.in under the "Downloads" tab.

19. Submission of Documents: Copy of GST, PAN and latest valid empanelment letter issued by CERT-In.**20. Exemption, relaxation for MSEs and Startups in public procurement:****a) Exemptions:**

- (i) The tenderers who are currently registered and shall continue to **remain registered during the tender validity period** 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 recognized 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) **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 UdCorporatyog Aadhaar Memorandum / Acknowledgment.
- (iii) 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.
- (iv) **No exemption will be given for depositing of security deposit (SD) to any DIC/SSI/MSME/NSIC/Startup registered firm.**

b) Relaxation of norms for Prior experience, Prior Turnover criteria in public procurement:

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

- (i) Criteria of Prior turnover and prior experience in public procurement to all Startups [whether Micro & small Enterprises (MSEs) or otherwise] is relaxed subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005.

- (ii) However, there may be circumstances (like procurement of items/services related to public safety, health, critical security operations and equipment, etc.) BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises including Startups on case to case basis.
- (iii) **For applicability of relaxation for Prior experience, Prior Turnover refer SIT provision for GIT clause No. 31 under Section III: Special Instructions to Tenderers (SIT).**

21. Product Reservation/Purchase Preference:

a. Product Reservation/Purchase Preference for MSE's:

Purchase Preference shall be given to MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 [D.O.21(1)/2011-MA dt.25/04/2012] along with further amendments, if any, notified by Govt. of India. **For applicability of Purchase Preference refer SIT provision for GIT clause No. 35.2 & 35.3 under Section III: Special Instructions to Tenderers (SIT).**

b. Purchase Preference for Local suppliers (linked with Local Content) (PP-LC):

Purchase Preference shall be given to Local suppliers as per revised Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E.-II dated 04.06.2020 along with further amendments, if any, notified by Govt. of India. **For applicability of Purchase Preference refer SIT provision for GIT clause No. 35.2 & 35.3 under Section III: Special Instructions to Tenderers (SIT).**

22. Salient points & conditions:

a) For MSE's:

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

b) For Startups:

Startup Companies who are also registered as MSE's and wish to avail the benefits as applicable to MSE's, shall submit relevant documents covered under conditions for Micro and Small enterprises elsewhere in this tender.

c) For Local suppliers, Purchase preference policy (linked with Local Content) (PP-LC):

- (i) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

- (ii) The **Local suppliers** who have applied for registration or renewal of registration with any of the agencies/bodies, but have not obtained the valid certificate as on tender opening date, are not eligible for exemption/preference. The registration certificate must be valid till tender validity period.
- (iii) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the **minimum local content on the date of bid closing date** and shall give details of the location(s) at which the local value addition is made.
- (iv) **Minimum local content:** Equal to or more than 50% for “***Class -I local supplier***” and more than 20% but less than 50% for “***Class -II local supplier***”. Such bidders shall furnish following undertaking from the manufacturer on Manufacturer’s letter head along with their techno-commercial bid. The **undertaking** shall become a part of the contract.

“We _____ (Name of Manufacturer/Supplier) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”
- (v) **Verification of local content:** Verification of local content will be as per “**para 9**” of revised Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E.-II dated 04.06.2020.
- (vi) **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- (vii) Refer Annexures “E”, “F”, “G”, “H” and “I” shall be filled and signed.

23. **Guidelines for filling two-part tender:**

- (a) **Part I:** First sealed cover should contain technical offer (catalogue/brochure/specifications etc.), tender document including corrigendum pages, 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 – TENDER ENQUIRY NO 011/CO/Tech/2020-21 for Vulnerability Assessment and Penetration Testing (VAPT) services as per Section VI: List of requirement**”. Any price indication in the Technical Bid will be summarily rejected.
- (b) **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 - TENDER ENQUIRY NO 011/CO/Tech/2020-21 for Vulnerability Assessment and Penetration Testing (VAPT) services as per Section VII: “Scope of Work”**”.
- (c) The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as “**Offer TENDER ENQUIRY NO.011/CO/Tech/2020-21 for Vulnerability Assessment and Penetration Testing (VAPT) services as per Section VI: List of requirement**” with due date of opening at **19-02-2021** and should be addressed to ‘The General Manager In-Charge, BRBNMPL, Corporate Office, Bengaluru-560 029.
- (d) **Price:** Prices shall be quoted in Indian Rupees only. The quoted rate should be on the basis of delivery at our site (F.O.R. BRBNMPL, Corporate Office, Bengaluru-560 029, BRBNMPL, Mysuru and BRBNMPL, Salboni, West Bengal) and the basic rate, GST, discounts (if any), etc. should be clearly indicated in your offer. The price quoted should remain firm & valid for till completion of contract as per the schedule specified in our Purchase order. The break- up of various components of total cost should be given as per the enclosed format at Section-XI -Price Schedule.

- (e) **Price Variation:** Tenderers must as a rule quote firm and all-inclusive price. Price variation, however, in certain cases, can be considered only on account of statutory increase/decrease in levies (GST etc.) subject to submission of break-up of prices at the time of quotation, - provided that such adjustments are part of the bid accepted.
- (f) **EMD:** Not applicable
- (g) **Bank charges:** Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form and performance security to be borne by the supplier only.
- (h) The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL.
- (i) Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
- (j) Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.
- (k) Self-certified copies (with seal of firm) of **Tender document, corrigendum if any** along with **documents mentioned in the tender** are to be provided along with the Bid.
- (l) No counter conditions shall be accepted.
- (m) **Bidders to write Page no. on each page of the tender documents submitted**
- (n) Offers submitted not in line with the above guidelines will be liable for rejection.
- (o) If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned at Page 1 of this tender so as to reach at least 07 days prior to date of opening of the tender.

24. **All disputes are subject of Bengaluru jurisdiction**

Yours faithfully,
For & on behalf of BRBNMPL,

Deputy General Manager (Technical) & CISO
BRBNMPL, Bengaluru

Section II: General Instructions to Tenderer

(GIT) Part I: General Instructions

Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

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

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender document includes: -

1. Section I: Notice Inviting Tender (NIT)
2. Section II: General Instructions to Tenderers (GIT)
Part I: General Instructions applicable to all types of tenders
Part II: Additional General Instructions applicable to specific types of tenders
3. Section III: Special Instructions to Tenderers (SIT)
4. Section IV: General Conditions of Contract (GCC)
5. Section V: Special Conditions of Contract (SCC)
6. Section VI: List of Requirements
7. Section VII: Technical Specifications
8. Section VIII : Quality Control Requirements
9. Section IX: Qualification / Eligibility Criteria
10. Section X: Tender Form
11. Section XI: Price Schedule
12. Section XII: Questionnaire
13. Section XIII : Bank Guarantee Form for EMD
14. Section XIV : Manufacturer's AuthorizationForm
15. Section XV: Bank Guarantee Form for Performance Security
16. Section XVI : ContractForm
17. Section XVII : Letter of Authority for attending a BidOpening
18. Section XVIII : Shipping Arrangements for LinerCargoes
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 forPayments
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:
- Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
 - 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.
 - 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).
 - 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
 - Questionnaire as per Section XII.
 - 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:]

- 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.

- Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.

- 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

- 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:

- 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,

- Wherever applicable, the amount of custom duty and import duty on the goods to be imported.

- 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

- 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

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

14. Firm Price / Variable Price

- 14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6 In case delivery period is refixed /extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:
 - i. A bill of ERV claim enclosing working sheet
 - ii. Banker's Certificate/debit advice detailing FE paid and exchange rate
 - iii. Copies of import order placed on supplier
 - iv. Invoice of supplier for the relevant import order

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

- 16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
 - a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) In case the tenderer is not doing business in India, it is / will be duly represented by an authorized Dealer/Distributor/Representative stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

17. Documents establishing Good's Conformity to Tender document

- 17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2 In case there is any variation and/or deviation between the goods & services prescribed by BRBNMPL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.3 If a tenderer furnishes wrong and/or 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 / KVIB / 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;
- Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
 - Tenderer is not eligible.
 - Tender validity is shorter than the required period.
 - Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
 - Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
 - Tenderer has not agreed to give the required performance security.
 - Goods offered are sub-standard, not meeting the required specification etc.
 - Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.

- Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

If during the preliminary examination, BRBNMPL find any minor infirmity and / or irregularity and / or non-conformity in a tender, BRBNMPL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary,

BRBNMPL will convey its observation on such 'minor' issues to the tenderer by registered / speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. Discrepancy in Prices

- 28.1** If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2** If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 28.3** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.
- 28.4** If, as per the judgment of BRBNMPL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

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

39. Contacting BRBNMPL

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

39.2. It will be treated as a serious misdemeanor in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate 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 misdemeanor, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

45. Notification of Award

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

Part II: Additional General Instructions Applicable to Specific Types

of Tenders:**50. Rate Contract Tenders**

- 50.1** In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:
- i Earnest Money Deposit (EMD) is 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 newsupplier.
 - viii Usually, the terms of delivery in rate contracts are FOR dispatching station.
 - ix Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
 - x BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
 - xi The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

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 maybe combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples

- 52.1** Normally no sample would be called along with the offer for evaluation.
- 52.2 Purchaser's Samples:** If indicated in the SIT, a Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII - "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

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

- 52.4 Testing of Samples:** Tests, procedures and testing laboratories for testing samples would be detailed in the

Section VIII - "Quality Control Requirements" in the SBD.

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

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

53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

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

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

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

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

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

54.3 Submission of Offer

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

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

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

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

discretion of the BRBNMPL.

54.3.5 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 insuch tenders.

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

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

i. Price / rate for bulk supply of item in development / indigenization supplies and

ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

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

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

55.9 Quantity for Development Commitment

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

55.10 Period of Development Commitment

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

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision								
1	6, 6.1	Content of Tender Documents, The tender document includes	Refer List of contents given at page 2								
2	8	Pre-bid Conference	Not applicable								
3	19	Tender Validity	120 days from date of opening of tender.								
4	31	Qualification / Eligibility Criteria	Relaxation of norms in public procurement regarding prior turnover and prior experience to all Startups [whether Micro & small Enterprises (MSEs) or otherwise] subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005 as per Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 issued by MOF, Department of Expenditure, Procurement Policy Division, New Delhi.								
5	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<p>Price bid evaluation will be subject to purchase preference to MSE's and Local suppliers;</p> <p>a) <u>Purchase Preference for MSE's:</u></p> <table><tr><th>Type of Tender</th><th>Price quoted by MSE</th><th>Finalization of tender</th></tr><tr><td rowspan="2">Cannot be split</td><td>L1</td><td>Full Order on MSE</td></tr><tr><td>Not L1 but within L1+15%</td><td>Full Order on MSE subject to matching L1 price</td></tr></table>	Type of Tender	Price quoted by MSE	Finalization of tender	Cannot be split	L1	Full Order on MSE	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price
Type of Tender	Price quoted by MSE	Finalization of tender									
Cannot be split	L1	Full Order on MSE									
	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price									

			b) <u>Purchase Preference for Local suppliers (linked with Local Content):</u> Not applicable <u>Note:</u> BRBNMPL reserves right to allocate the tender amongst MSE, Local suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines.
6	42	Variation of Quantities at the Time of Award	NA (Cannot be split)
7	50	Rate Contract Tenders	NOT APPLICABLE
8	51	PQB Tenders	NOT APPLICABLE
9	52.2	Purchaser's Samples	NOT APPLICABLE
10	52.3	Pre-Production Samples:	NOT APPLICABLE
11	53	EOI Tenders	NOT APPLICABLE
12	54	Tenders for Disposal of Scrap	NOT APPLICABLE
13	54.4.1	Security Deposit (SD)	SD is applicable at 3%
14	55	Development and Indigenization Tenders	NOT APPLICABLE

(Authorised Signature of the bidder firm with date)

(Seal)

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, successors, authorized dealers/representatives, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract:
 - a. The consignee at his premises; or
 - b. Where so provided, the interim consignee at his premises; or
 - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
 - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case maybe.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/ document/standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment
"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
"GIT"	means General Instructions to Tenderers
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in Disposal Tenders
Incoterms	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc."	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders.
"NSIC"	means National small industries corporation
"PQB"	means Pre-qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "TD"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"BRBNMPL"	means Bharatiya Reserve Bank Note Mudran Private Limited
"SSI"	means Small Scale Industry

2. Application

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

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

2.3 Other Laws and Conditions that will govern the Contract:

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 read with the Arbitration and Conciliation (Amendment) Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents.
- vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

4.1 The supplier shall, at all times, indemnify BRBNMPL, free

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

5. Country of Origin

- 5.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 5.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. Performance Bond / Security

- 6.1 Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish performance security to BRBNMPL for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 6.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
 - a) Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.
 - b) Bank Guarantee issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.
- 6.3 In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.
- 6.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5 Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Technical Specifications and Standards

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

8. Packing and Marking

- 8.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary,

the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

8.3 Packing instructions:

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

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

9. Inspection and Quality Control

- 9.1 BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.
- 9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5 If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the

terms & conditions of the contract.

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

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

12. Insurance:

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

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

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

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

contract.

13. Spare parts

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

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

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

14. Incidental services

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

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

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

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

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

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

instructed in the contract):

- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt / Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.

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

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

16. Warranty

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

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

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

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

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified / replaced goods shall be

extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.

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

17. Assignment

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

18. Sub Contracts

18.1 The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

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

19. Modification of contract

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

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

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

19.3 Option Clause: By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

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

contract except for any price adjustment authorized in the SCC.

21. Taxes and Duties

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

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

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

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

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

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

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

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

(a) For a contract with terms of delivery as FOR dispatching station

i. 60% on proof of dispatch along with other specified documents

ii. 30% on receipt of the goods at site by the consignee (Stores section) and balance

iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

(b) For a contract with terms of delivery as Delivery at site/FOR destination

i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier

ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

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

(a) Cases where Installation, Erection and Commissioning (if applicable) **are not the responsibility of the Supplier** - 90% net FOB/FAS/ CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after its suitability is ascertained by the consignee (User department).

(b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% to 90% net FOB/FAS/CFR/CIF/ CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and final acceptance by the consignee

(User department).

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

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

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

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

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

a) Original Invoice

b) Packing List

c) Certificate of country of origin of the goods from seller's Chamber of Commerce.

d) Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee

e) Manufacturer's test certificate

f) Performance / Warrantee Bond

g) Certificate of insurance

h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry /department

i) Consignee's Certificate confirming receipt and acceptance of goods

j) Dangerous Cargo Certificate, if any, in case of imported goods.

k) Any other document specified.

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

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

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:
"I/We, _____ certify that It We have not received back the Inspection Note duly receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report

within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.

and / or any other expense related to such supply shall lie against BRBNMPL.

23. Delay in the supplier's performance

- 23.1** The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.
- 23.2** Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
- Imposition of liquidated damages,
 - Forfeiture of its performance security and
 - Termination of the contract for default.
- 23.3** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
 - That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply

24. Liquidated damages

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

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

- 25.1** Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.
- 25.2** All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by BRBNMPL.

26. Termination for default

- 26.1** BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods and/or services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub- clauses 23.3 and 23.4.
- 26.2** In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.
- 26.3** Unless otherwise instructed by BRBNMPL, the supplier shall continue to perform the contract to the extent not terminated.

27. Termination for insolvency

- 27.1** In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.
- 27.2** Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require

the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.

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

27.4 Escrow Arrangement

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

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

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

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

28. Force Majeure

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

claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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

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

29. Termination for convenience

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

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

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

30. Governing language

- 30.1** The contract shall be written in Hindi or English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

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

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

32. Code of Ethics

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

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) 'Fraudulent practice' means a misrepresentation or omission of facts in order to influence a procurement

process or the execution of a contract;

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

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

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

33. Resolution of disputes

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

33.2 Arbitration Clause: If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be

arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRAL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in Bangalore/~~Mysore/Kolkata~~ and shall be conducted in English language. All documentation to be reviewed by the arbitrators and / or submitted by the parties shall be written or translated into English. Venue of arbitration shall be Bangalore/~~Mysore/Kolkata~~. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

34. Applicable Law

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

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

35. Secrecy

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

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

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

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

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

36.21 Payment may be made in the form of cash or Account Payee Demand Draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through Online Transfer or through other Electronic Mode of Payment as mentioned in the NIT.

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

36.23 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BRBNMPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BRBNMPL and may at its discretion, on the merits of the

case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

- 3624** The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BRBNMPL without reference to the purchaser concerned and without incurring any liability on part of BRBNMPL whatsoever in respect there under.
- 3625** In case extension is granted by BRBNMPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.
- 3626** On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.
- 36.3 Deliveries, Delays and Breach of Contact**
- 363.1** The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.
- 363.2** Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.
- 363.3** The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.
- 363.4** No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.
- 363.5** The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.
- 363.6** The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.
- 363.7** The materials sold, shall be removed by the purchaser

within the period specified in relevant clause of Special Condition of Sale.

- 363.8** If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.
- 363.9** If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover, the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored - which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.
- 363.10** If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.
- 363.11** The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, the purchaser shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.
- 363.12** If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

Section V: Special Conditions of Contract (SCC)

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

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

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

Sl. No	GCC Clause No.	Topic	SCC Provision
1	16	Warranty	Not Applicable
2	19 [19.3]	Modification of contract 19.3 Option Clause:	Not Applicable
3	21.2	Taxes and duties	If the tender fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
4	33 33.1,33.2	Resolution of disputes, 33.2 Arbitration clause	Clauses of 33.1 and 33.2 are applicable. However, Arbitration proceedings will be held at Bengaluru and venue of arbitration will be Bengaluru.
5	36	Disposal / Sale of Scrap by Tender	Not Applicable

(Authorised Signature of the bidder firm with date)

(Seal)

Section VI: List of Requirements

Sl.No.	Brief Description of Goods / Services /Category	Quantity (in Nos.)	Earnest Money * (in Rs.)	Remarks
1	Vulnerability Assessment and Penetration Testing (VAPT) services	As mentioned in Section VII of this tender	Nil	For detailed specifications pl. see section VII of this tender document

Correspondence address:

The General Manager

Bharatiya Reserve Bank Note Mudran Pvt Ltd.,

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

BTM Layout, Bannerghatta Road,

Bengaluru-560029.

Ph. 080-66602000

Section VII: Technical Specifications

Specification of BRBNMPL VAPT services for BRBNMPL

Scope of Work

1. General Terms

- 1.1 Successful bidder shall provide all the services at all the three units of BRBNMPL at Bengaluru, Mysuru and Salboni. None of the services shall be outsourced to any other third party under any circumstance.
- 1.2 Bidder should be a valid CERT-In empaneled auditing Organization as mentioned in the latest list published on CERT-In Website.
- 1.3 Bidder to use licensed tools for delivering all the services as mentioned in the scope of work. BRBNMPL shall not bear any cost for the tools and their licenses used for these services.
- 1.4 BRBNMPL shall not provide any tools that may be required by the bidder for delivering any of the services as mentioned in the scope of work.
- 1.5 BRBNMPL will provide accommodation to the Engineers working onsite at all the three locations.
- 1.6 The selected bidder has to sign a Non-Disclosure Agreement (NDA) before commencing the activities mentioned in the Scope of Work.
- 1.7 Before deploying any engineer, successful bidder has to produce his/her resume along with security certification as evidence to BRBNMPL to establish that required eligibility criteria are being met. On successful verification of engineer's profile, he/she shall be allowed to carry out the required exercise.
- 1.8 Post completion of the activities, successful bidder to deliver the following:
Assessment report of the findings (after filtering the vulnerabilities for false positives) for VAPT, WAPT, Application security assessment, Incident lifecycle review & configuration review.
The report should contain:
 - i. Identification of auditee
 - ii. Date, time and location of the audit
 - iii. Standards followed
 - iv. Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, penetration testing, application security audit etc.) with following details:
 - a) Tools used and methodology employed
 - b) Positive security aspects identified
 - c) List of vulnerabilities identified
 - d) Description of vulnerability
 - e) Risk rating or severity of vulnerability
 - f) Category of risks: Very High/ High/ Medium/ Low
 - g) Test cases used for assessing the vulnerabilities
 - h) Illustration of the test cases
 - i) Proof/ evidence (screenshot) of the vulnerabilities identified.
 - v. Analysis of vulnerability and issue of concern
 - vi. Recommendation(s) for corrective action as per Industry standard and best practices
- 1.9 All the reports submitted should be signed by technically qualified persons and he/she should take ownership of document submitted to BRBNMPL
- 1.10 After conducting the assessment, vulnerability found if any, suggestions to be provided to BRBNMPL to mitigate. After successful patching the vulnerability by BRBNMPL, penetration test shall be conducted.
- 1.11 Conduct Post VAPT review/audit Compliance after BRBNMPL implements the recommendations.

- 1.12 Share final detailed review report & recommendations along with solutions for mitigation of vulnerabilities.
- 1.13 Documents prepared by the bidder for BRBNMPL will be intellectual property of BRBNMPL.
- 1.14 List of Hardware and Software for conducting VAPT at different locations of BRBNMPL

Location: Mysuru, Karnataka

Sl. No	Category	Item Description	Qunatity in Nos.
1	Hardware	Firewall	2
2	Hardware	Analyzer	1
3	Hardware	Load Balancer	1
4	Hardware	Switches	24
5	Hardware	NAS Storage	2
6	Hardware	Server	14
7	Hardware	Domain Controller	1
8	Hardware	Personal Computers	350
9	Hardware	Printers	161
10	Hardware	Photocopier Machines	12
11	Hardware	Video Conference System	2
12	Software	Photopass / Gatepass	1
13	Software	Email	1
14	Software	Patch Management and VA	1
15	Software	Antivirus	1
16	Software	Tally ERP 9	1
17	Software	HR Package	2
18	Software	Design Software	1

Location: Bengaluru, Karnataka

Sl. No	Category	Item Description	Qty
1	Hardware	Firewall	2
2	Hardware	Analyzer	1
3	Hardware	Load Balancer	1
4	Hardware	Switches	7
5	Hardware	Servers	4
6	Hardware	Laptop	2
7	Hardware	Printers	20
8	Hardware	Video Conference System	1
9	Hardware	Desktop PCS	68
10	Software	Patch management	1
11	Software	Antivirus - End Point Protection	1
12	Software	Accounting S/w (Tally)	1
13	Software	E-TDS S/w	1

Location: Salboni, West Bengal

Sl. No	Category	Item Description	Qty
1	Hardware	Firewall	2
2	Hardware	Analyzer	1
3	Hardware	Load Balancer	1
4	Hardware	Switches	23
5	Hardware	NAS Storage	1
6	Hardware	Server	8
7	Hardware	Personal Computers	241
8	Hardware	Printers	100
9	Hardware	Scanner	4
10	Hardware	Video Conference System	1
11	Software	Patch Management	1
12	Software	Antivirus	1
13	Software	Tally ERP 9	1
14	Software	H R Package	1
15	Software	MM Module	1
16	Software	Auto Data Backup Software	1

2. Vulnerability Assessment & Penetration Testing (VAPT)

2.1 The engineer who shall carry out the VAPT exercise (either on site or offsite) must have minimum qualification as mentioned below:

- I. Must be certified as “CEH (Certified Ethical Hacker)”.
- II. Must have at least 2 years of experience in carrying out VAPT activities

2.2 Any risks associated with the penetration testing to be analyzed and submitted to BRBNMPL prior to the penetration activity.

2.3 Manual as well as tool based vulnerability scan shall be performed.

Following testing activities (but not limited) need to be completed in the VAPT testing:

- security assessments of applications
- configuration reviews
- access and authorization checks like Least Privileges access, Segregation of Duties
- Network Scanning
- Port Scanning
- Service Identification Scanning
- Vulnerability Scanning
- Malware Scanning

3. Application Security Audit

The Application Security Audit of website and/or hosted application (Internal & External) should be performed using the tools with considerable manual intervention. This involves VAPT for interfaces with WAPT including Black Box & Grey Box Testing, Source Code Review & Penetration testing, Internal or External Software Risk Assessment and bidder certification.

During the Grey Box testing, bidder is expected to test the functionality of the application using more than one role and identify issues that cannot be found using automated scanners. The number of roles, to be used during grey box testing, will be shared during the testing phase.

Application Security testing shall include testing for common vulnerabilities mentioned in forums such as Open Web Application Security Project (OWASP), but not limited to that.

4. Grey Box & Black Box Testing - Application Security assessment/testing should be done as per the latest OWASP guidelines including but not limited to the following:

- Injection
- Broken Authentication
- Sensitive Data Exposure
- XML External Entities (XXE)
- Broken Access Control
- Security misconfiguration
- Cross-Site Scripting (XSS)
- Insecure Deserialization
- Using components with known Vulnerabilities
- Insufficient logging and Monitoring

4.1 Any other attacks, which can prove to be vulnerable for web applications, Interfaces.

4.2 Find out any other security gaps in the application through other forms of automated and manual testing

5. Source Code Review

Bidder to review source code of an application to verify that proper security controls are present and are working as intended.

The source code review to be carried out must include but must not be limited to

- 'Format String Missing',
- 'Buffer Overflow',
- 'Memory Leaks',
- 'Security concerns on APIs used',
- 'Session management',
- 'Authentication' and authorization

Bidder to identify existing security flaws (if any) and suggest remedial steps.

6. Recommendations & Mitigation

Vulnerability Assessment & Penetration testing along with the recommendation(s) and assistance in mitigation to be provided as part of the detailed report that is to be submitted

Prepare a detailed analysis report in line with Cert-in guidelines and present findings to management.

(Authorised Signature of the bidder firm with date)

(Seal)

Section VIII: Quality Control Requirements

Vulnerability Assessment and Penetration Testing (VAPT) services by the successful bidder (as mentioned in section VI) will be checked for suitability at BRBNMPL for the specifications as mentioned in the section VII.

PART-A: COMPLIANCE STATEMENT

Category	Brief Description of Goods / Services	Offered/ Participated By the Bidder (YES/No)	EMD submitted with the tender (in Rs.)	Remarks
1	Vulnerability Assessment and Penetration Testing (VAPT) services		Nil	

Note:

- Write either “YES” or “NO” only in Offered / Participated by the Bidder column.
- Bidders to quote price in Section XI: Price Schedule only for the items marked as “YES” Technical compliance). If price quoted for the items marked as “NO” the bid will be rejected.

Sl No.	Features	Specifications of Vulnerability Assessment and Penetration Testing (VAPT) services	Offered By the Bidder (YES/No)	Remarks/deviations (If any)
1.	Scope of Work	Offer VAPT services for all the three locations mentioned in the tender	Yes agreed	
2.		Bidder should be a CERT-In empaneled auditing organization as mentioned in the latest list published on CERT-In Website.	Yes agreed	
3.		Will use only licensed latest stable version tools/software for delivering all the services as mentioned in the scope of work.	Yes agreed	
4.		None of the services will be outsourced to any other third party under any circumstance.	Yes agreed	
5.		Only qualified Engineer (Certified Ethical Hacker) will carry out the VAPT exercise	Yes agreed	
6.		Sign NDA before commencing the activities mentioned in the Scope of Work.	Yes agreed	
7	Technology used	Mention the list of Software/ Tools for delivering any of the services as mentioned in the Scope of work.		

(Authorised Signature of the bidder firm with date)

(Seal)

PART-B: COMPLIANCE STATEMENT – COMMERCIAL

Sl. No.	Features	Requirements of BRBNMPL, Terms & conditions	Whether Agreed by the firm	Remarks
01	General specifications –	Service should be provided exactly as per the given specifications mentioned in Section VII of the tender.	Yes agreed	
02	Scope of Work	As per section - VII	Yes agreed	
03	Inspection of the Code for vulnerability	As per section - VII	Yes agreed	
04	Payment terms	As per section – I	Yes agreed	
05	Liquidated Damage	As per Section I: Notice Inviting Tender (NIT)	Yes agreed	
06	Performance Security	As per clause No.6 of GCC of section IV	Yes agreed	
07	Quantity	As per section – VII	Yes agreed	
08	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II – General Instructions to Tenderer), GCC (Section IV – GENERAL CONDITIONS OF CONTRACT), SIT & SCC <u>and confirm that we don't have counter conditions.</u> We also understand that offer with counter conditions is liable for rejection.	Yes agreed	
12	Annexures A to K	<u>To be filled and signed as per format</u>	Yes agreed	
13	No. of pages	Total number of pages in Technical Bid		

(Authorised Signature of the bidder firm with date)

(Seal)

Section IX: Qualification/ Eligibility Criteria

I. Experience & Past Performance:

- a) The prospective tenderer should be bonafide, experienced, resourceful and financially sound to carry out the assigned contract. In this regard the tenderer should submit the following details along with their technical bid.
- b) Tenderer shall be Proprietary / Partnership firm with valid Trade License / Registered Company with a Certificate of incorporation or a Registered Co-operative Society registered under Karnataka or other State Registered Co-operative Societies Latest Act & Rules made thereunder.
- c) Bidder should be a CERT-In empaneled auditing organization as mentioned in the latest list published on CERT-In Website (www.cert-in.org.in).
- d) Bidder should have done at least 3 security audits during the last 3 years in covering areas like:
 - a. configuration reviews
 - b. Access and Authorization covering Segregation of Duty, Least Privilege checks
 - c. IT Assets / Applications
- e) **Experience & Past Performance:** The tenderer should submit proof of documentary evidence pertaining to execution of similar type contract during last five (03) years ending last date of the previous month in which tender is floated, shall be either of the following: -
Three similar completed works each costing not less than the amount equal to Rs 960000/-.
OR
Two similar completed works each costing not less than the amount equal to Rs 1200000/-.
OR
One similar completed works costing not less than the amount equal to Rs 1920000./-..
- f) The bidders applying under **MSE's/Startups w.r.t. relaxation norms** in public procurement regarding **prior experience** refer SIT provision for GIT clause No. 31 under Section III: Special Instructions to Tenderers (SIT).
- g) Original Service Provider/manufacturer may submit their offer directly or through their Authorized Dealer/Distributor/Representative.

Note for : Xerox copies of Purchase Orders executed by the firm **or** the certificate issued by the customers to that effect for the above qualifying criteria should be submitted along with your offer and details to be filled as per format given "**Bidders Credentials Annexure-A**". All experience, past performance and capacity / capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified by BRBNMPL from the parties for whom work has been done.

II. Financial criteria:

- a) **Average Annual Turnover:**
 - (i) Average Annual turnover of the bidder during last three years ending 31-03- 2020 should be more than Rs.720000/-
 - (ii) The bidders applying under **MSE's/Startups w.r.t. relaxation norms** in public procurement regarding **prior turnover** refer SIT provision for GIT clause No. 31 under Section III: Special Instructions to Tenderers (SIT).

Note: The estimated annual turnover will be decided based on the estimated cost of the offered quantity of the items. The criteria have to be met by the bidders except those who are eligible for relaxation as per Govt. guidelines. If the bidder is not qualifying in the criteria, then the bidder will be allowed to take the financial support from the Holding / Parent Company for qualifying in the criteria. However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.

b) Financial Loss:

Bidders should not have suffered any financial loss for more than one year during last three years ending 31-03- 2020.

Note: For the purpose of analyzing financial loss, Net Profit (Profit after Tax) will be considered. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding Company, with appropriate legal documents proving such ownership. However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.

c) Net worth: The net worth of the firm should not be negative and should not have eroded by more than 30% year-on-year in the last 3 years ending 31-03- 2020.

Note: For the purpose of financial analysis of net worth, if the bidder is not qualifying in the criteria, then the bidder will be allowed to take the financial support from the Holding / Parent Company for qualifying in the criteria. However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.

d) In the case of bidders/companies who are restructured by Banks, Financial standing criteria will be completely relaxed.

III. Statement of Financial Standing:

To be submitted by all bidders (Since, the total minimum annual Turnover requirement to qualify for bid is Rs.720000/-) as part of Pre-Qualification Criteria (Section IX of tender). Following documents are required to be submitted along with the bid.

- a) The bidders will be required to submit a statement of their turnover attested by Certified Accountants, net worth and profit and loss and details to be filled as per format given “**Bidders Credentials Annexure-A**”.
- b) The bidders are also required to submit the **self-certified** Income Tax Return (IT) copies of Financial year 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement.

IV: For Existing Successful Past Suppliers: In case the bidder who is a successful past supplier of BRBNMPL of the goods in **at least one of the recent past three procurements**, who do not meet **any or more** of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. The bidder has to provide successful completion certificate in supply of the above.

V. Other requirements:

- a) “**Bidders Credentials**” to be submitted as per Annexure -A
- b) The tenderer shall enclose a declaration that they have **not been blacklisted / debarred** by BRBNMPL/Government of India/PSU in the past 5 years & “**Confidentiality statement**” duly signed and stamped as per Annexure-B.
- c) “**GST Registration details**” as per Annexure-C.

- d) **“NEFT Mandate form”** as per Annexure-D or NEFT details with copy of cancelled Cheque. [existing vendors can submit the Xerox copy of earlier submitted copy which shall include the signature of bank authorities].
- e) **“Declaration & Undertaking by MSE’s/Startup Companies”** to be submitted as per Annex – E (if applicable).
- f) The contractor should have valid PAN, GST registration copies and to be submitted the same.
- g) Filled in Section VII: Compliance statement - Technical.
- h) Filled in Section VII: Compliance statement - Commercial.
- i) Filled in Section XII: Questionnaire.
- j) Bid security declaration in lieu of EMD as per Annexure-K.
- k) Under taking for minimum local content as per format given in Section I- NIT (if applicable)
- l) An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT.
- m) Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.
- n) All the pages of the tender should be signed and seal should be affixed for accepting the terms and conditions.

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

We _____ (name of the company) have submitted the required documents in support of the **Section IX: Qualification/ Eligibility Criteria** as mentioned above.

(Authorised Signature of the bidder firm with date)

(Seal)

Section X: Tender Form

Date

To,
The General Manager In-Charge
Bharatiya Reserve Bank Note Mudran Private Limited
(Wholly owned Subsidiary of Reserve Bank of India)
Corporate Office,
Bengaluru - 560 029

Ref: Tender No 011/CO/Tech/2020-21 dated 29-01-2021 for Vulnerability Assessment and Penetration Testing (VAPT) services

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

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

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

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

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

Dated this _____ day of _____

Duly authorized to sign tender for and on behalf of M/s

.....
(Authorized Signature of the bidder firm with date)

.....
(Name and designation)

Section XI: Price Schedule

SUMMARY OF PRICE SCHEDULE: PRICES SHOULD BE ON F.O.R. BRBNMPL, Bengaluru, Mysuru and Salboni West Bengal BASIS

From:

Date:

M/s.....

To:

The General Manager In-Charge,
BRBNMPL, BENGALURU - 560 029.

Dear Sir,

Sub: Price Bid for Vulnerability Assessment and Penetration Testing (VAPT) services against Tender No. 011/CO/Tech/2020-21 dated 29-01-2021.

We have received and understood the above tender enquiry and are pleased to submit our price bid as under:

(All figures in INR)

Sl.No	Item Description for conducting VAPT	Uom	Qty	Unit Price	Total Amount in Rs.
				in Rs.	
1	VAPT services for all the Hardware and software at Bengaluru Unit as mentioned in Section-VII	Nos.	1		
2	VAPT services for all the Hardware and software at Mysuru Unit as mentioned in Section-VII	Nos.	1		
3	VAPT services for all the Hardware and software at Salboni Unit as mentioned in Section-VII	Nos.	1		
4	Total (Sum of Sl. No. 1 to 3)				
5	GST @----- % on Sl No.4				
6	Grand Total of Sl No. 4+5				

Total Amount in Words of Sl.No. 6:

1. Tender Enquiry shall be finalized on **Overall Lowest (L1) bidder** quoted price as per Sl.No.6 in the above table.
2. Price should be quoted exactly as per the format given above. Multiple rates for single item and non-filing of any line item in price bid would lead to rejection of offer.
3. Price bids with conditions /Counter conditions are liable for rejection.
4. **Bidders are required to quote the price within 2 Decimal Place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.**
5. **Bidders mentioning the price quoted for offered item/s in any place other than Price - Bid (PART-II) are liable for rejection of their bid.**
6. Bidders are advised to sign on all the pages of the Price Bid.
7. We confirm that, the price quoted will be valid till the completion of all activity and also confirm that, the rates quoted is inclusive of taxes as applicable and will remain firm and binding, no escalation on above on any account shall be admissible during the currency period of contract expect for changes in statutory payments, for which documentary proof should be attached for claiming escalation, if any.
8. It is understood that, purchase preference will be given to the participating bidders registered under MSE's/Local suppliers as per **SIT provision for GIT clause No. 35.2 & 35.3** given under Section III: Special Instructions to Tenderers (SIT).
9. We agree to all the above mentioned terms and conditions

Thanking you,

Yours faithfully,

()

Name:

(Authorised Signature of the bidder firm with date)

(Seal)

Section XII: Questionnaire

The Tenderer should furnish specific answers to all the questions / issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark "Not Applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof / evidence to substantiate the corresponding statement.

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

A	COMPANY PROFILE
01	Brief description and of goods and services offered
02	Name and address of the firm
03	Nature of the Firm: (Proprietorship/Partnership/Ltd. Company/Co-op. Society)
04	Offer is valid for acceptance up to
05	Your Permanent Income Tax A/c No. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest / current Income Tax clearance certificate issued by the above authority)
06	Your GSTIN (Copy of registration to be enclosed)
07	Status: a) Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) 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.

	<p>b) Are you currently registered under the Indian Companies Act, 2013 or any other similar Act?</p> <p>Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.</p>	
08	Please indicate Name & full Address of your Banker(s)	
09	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Dept. of Government of India or by any State Govt. or by PSU.	

.....
 (Authorised Signature of the bidder firm with date)

Name of Authorised person:

Designation:

Address:

.....

Duly authorized to sign tender for and on behalf of M/s

Stamp of the tendering firm

SECTION XV: Bank Guarantee Form for Performance Security
(PM/SBD/005)

.....

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

Beneficiary

[Insert Name and Address of BRBNMPL]

Performance Guarantee No.

Date:

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

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

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

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

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

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

This guarantee will remain in force for a period of sixty days after the date of all contractual obligations by the supplier, including the warranty 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)

Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

(PM/SBD/007)

The General Manager, In-Charge
BRBNMPL,
Bengaluru-560 029.

Subject: Authorization for attending bid opening on _____ (date) in the tender of
Vulnerability Assessment and Penetration Testing (VAPT) services against tender enquiry
T.E.No.011/CO/Tech/2020-21, DT. 29-01-2021

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.

Signatures of bidder with date and seal

or

Officer authorized to sign the bid documents on behalf of the bidder

Annexure-A**Bidders Credentials**

{ The bidder is advised to submit the details below and relevant mandatory documents. All the documents to be signed and with proper seal by Authorised person of the Bidder firm who is signing tender / bid documents.}

S.no.	Particulars	
1	Name of the Bidder firm	
	Address of the Bidder firm	
	Telephone number:	
	Fax No.:	
	E-mail:	
2	Name & designation of the person who has been authorised to sign the tender documents on behalf of the bidder firm:	
	Contact Telephone number:	
	Mobile No:	
	E-mail:	

3. Statutory & Other Compliance documents:

S.No.	Particulars	Registration No.	Registration date	Valid upto	Xerox-copy enclosed (Please tick)
a.	GSTIN				
b.	PAN				
c.	MSME/DIC/NSIC/SSI				
	MSME Reg. under SC/ST quota?	Yes / No :	(Refer Annexure –E)		
	MSME Women Entrepreneur ?	Yes / No :	(Refer Annexure –E)		
d..	Central Purchase Organisation(CPO) Reg.				
e..	Local suppliers/Startup (recognised by DPIIT/ Others if any				

4. Financial standings (as per Section-IX):

Sr. No.	Financial Year	Annual Turnover (Rs.)	Profit/(Loss) (Rs.)	Net worth (+/-) (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2017-18					
b.	2018-19					
c.	2019-20					
Avg. Annual Turnover->						
Required Annual Turnover ->		Rs2.7 lakhs				

Note (if any) :

.....

5. Format for Experience & Past Performance details w.r.t. Purchase Orders Completion Certificate issued by customer as per Bid Evaluation Criteria of Section-IX.

(during last five years ending 3/31/2020)

Sl. No	Description of Work	Location of Work	Client Address and contact details including email	P.O. No. & dated	Period of Contract (From – To date)	Date of Completion	Remarks
a.							
b.							
c.							
			Total->				

Note:

- (i) Copies of Completion Certificates along with Purchase Order Documents as per Bid Evaluation Criteria Section IX are to be enclosed.
- (ii) Orders completed earlier than the period indicated in Bid Evaluation Criteria need not be indicated here.
- (iii) List of Purchase Orders, not as per qualifying criteria indicated in Bid Evaluation Criteria need not be indicated here.
- (iv) Non-submission or incomplete submission of documents may lead to rejection of offer.
- (v) Use separate sheet if required.

6. Details of Tender Fee & Earnest Money Deposit:

Sl. No	Particulars	Tender Fee	Earnest Money Deposit
a.	Amount:		
b.	DD/BC/NEFT/RTGS transaction / BG No. & date		
c.	Drawn on Bank : & Branch :		
d.	Valid up to:		
e.	Original instruments submitted (Y/N)		
f.	Exempted (if any) under:-		
g.	Remarks		

7. I have also enclosed the following annexures and documents as per Section IX Qualification/eligibility criteria:

- a) Annexure-B [not been blacklisted / debarred and confidentiality statement]
- b) Annexure-C “GST Registration details”
- c) Annexure-D “NEFT Mandate form”
- d) Filled in Section VII: Compliance statement - Technical.
- e) Filled in Section VII: Compliance statement - Commercial.
- f) Filled in Section XII: Questionnaire.
- g) Under taking for minimum local content as per format given in Section I- NIT (if applicable)
- h) Documentary proof of Authorized Dealer/Distributor/Representative of a Principal Manufacturer (applicable only bidder is not a Principal Manufacturer/OEM).
- i) An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

(Authorised Signature of the bidder firm with date)

(Seal)

Annexure-B**To Whomsoever It May Concern**

This is to confirm that we M/s._____ have not been blacklisted / debarred by BRBNMPL/Government of India/PSU in the past 5 years.

Dated this _____ day of _____

.....
(Authorized Signature of the bidder firm with date)

Name of Authorized person:

Designation:

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”. We shall also undertake to maintenance secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

Dated this _____ day of _____

.....
(Authorized Signature of the bidder firm with date)

Name of Authorized person:

Designation:

(Seal)

Annexure-C**GST Registration details**

GSTIN / UIN	
PAN	
NAME OF THE SUPPLIER (as per PAN / Legal Name of Business)	
TRADE NAME (as per GST certificate)	
ADDRESS	
STATE	
COUNTRY	
PINCODE	
Constitution of Business	
Taxpayer Type	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED
PARTY TYPE	(i) DEEMED EXPORT (ii) SEZ (iii) NOT APPLICABLE (N.A)
IS A e COMMERCE OPERATOR (YES / NO)	YES / NO

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %
1.			
2.			

(Authorised Signature of the bidder firm with date)

(Seal)

Annexure-D

Form No. E-5

Appendix – VIII

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)**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 canceled Cheque or photocopy of a Cheque or front page of your Savings bank passbook issued by your bank for verification of the above particulars)	
3	Date of effect	

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

Annexure-E**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.*

Annexure-F**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*.

Annexure-G**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.*

Annexure- H**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.

Annexure- I

(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

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
6	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.
7	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	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
9	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

Sl No	Particulars	Details
	<p>Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.</p> <p>I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.</p>	

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

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

B. Categorisation of Start-up Companies

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

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

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

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

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

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

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

.....

Authorized Signatory

(With Company Seal & Signature)

Annexure-K**BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(To be submitted on Bidder's letter Head)**

I /We, the authorized signatory of M/s _____

....., participating in the subject Tender Enquiry

No..... for the job of

.....do hereby declare:

- 1) That I/ we have availed the benefit of waiver of Earnest Money Deposit - EMD while submitting our offer against the subject Tender and No EMD being deposited for the said Tender.
- 2) That in the event we withdraw/modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline OR I/we commit any other breach of Tender Conditions/Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/award of all future contract(s) for the period as may be decided by Bharatiya Reserve Bank Note Mudran Private Limited for such breach.

Dated this _____ day of _____

.....

(Authorised Signatory of the bidder firm with date)

Name of Authorised signatory:

Designation:

(Seal)

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into this day _____ (the "**Effective Date**") by and between: BRBNMPL, having a place of business at No.3 & 4, 1st Phase, 1st stage, BTM Layout, Bannerghatta road, Bengaluru – 560 029, ("**Company**"), and M/S XXX India Private Limited, an Indian Company, constituted under the laws of India and having its registered office at YYY India ("M/S XXX"). In consideration of the mutual covenants contained herein, M/S XXX and Company, intending to be legally bound hereby, agree to the following :

Hereinafter referred individually and collectively to as "Party" and "Parties"

RECITALS

In connection with an evaluation and/or discussions relating to a potential business opportunity of mutual interest for M/S XXX software and/or services (the "Business Purpose"), M/S XXX and Company may deliver to each other, upon the execution of this Agreement, confidential information as defined below to be used only for the Business Purpose.

Whereas, in the course of such discussions, evaluations and/or negotiations, it is anticipated that both Parties may disclose to each other from time to time certain non-public, confidential and/or proprietary information relating to its business.

Whereas, the Parties are willing to provide for the conditions of such disclosure of Confidential Information and the rules governing its use and the protection thereof.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION: Used in this Agreement the term "**Confidential Information**" shall mean any information or data disclosed by one Party or one of its Affiliates (as defined in Section 14 below) (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), including but not limited to any technical and engineering information, designs, drawings, calculations, literature, blueprints, specifications, manufacturing, assembly, tests, installation, service and inspection instructions, part lists, technical, operating and service manuals, training materials, strategies, marketing plans and market intelligence data and other data, software, hardware and know-how or any means of Disclosing such Confidential Information that the Parties may elect to use during the life of this Agreement, either in writing, orally or visually and that are clearly marked confidential, or when disclosed orally or visually, are identified as confidential at the time of disclosure and are promptly (thirty (30) days at the latest) confirmed and designated in writing as Confidential Information.

Confidential Information shall include any derivatives therefrom created by the Receiving Party. For the purpose of this Agreement, "**derivatives**" shall mean any derivatives from improvement on or translation, abridgement, adaptation, or other change of the Confidential Information such as without being limited to: reports, tests or evaluation results.

2. EXCLUSIONS: Confidential Information does not include any information which:

- a. has come into the public domain prior to, or after disclosure thereof and in such case through no wrongful act of the Receiving Party or its employees or of its Affiliates (as

- defined in Section 14 below) employees to whom the disclosure of the Information is reasonably required for the purpose of this Agreement ("**Authorised Person**"); or
- b. has been lawfully received from a third party without restrictions or breach of this Agreement; or
 - c. is independently developed or created by the Receiving Party, its agents or subcontractors provided that the Receiving Party can show that such development or creation was accomplished by or on behalf of the Receiving Party without the use of or any reference to the Confidential Information; or
 - d. is approved for release or use by a prior written consent of an authorized representative of the Disclosing Party; or
 - e. is disclosed by the Receiving Party to satisfy the legal demand by a competent Court of Law or government body, provided however that (i) the Receiving Party shall advise the Disclosing Party prior to disclosure so that the Disclosing Party has an opportunity to defend, limit or protect against such production or disclosure, and (ii) the Receiving Party will disclose only that portion of the Confidential Information which is legally required to be disclosed and (iii) the Receiving Party will exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information required to be disclosed.

3. USE OF CONFIDENTIAL INFORMATION: The Receiving Party agrees to use the Confidential Information only for the Purpose mentioned herein above. All Confidential Information disclosed to the Receiving Party shall

- (i) be used and disclosed only to such Authorised Person and solely for the Purpose and
- (ii) be protected and kept in confidence by the Receiving Party which must use the same degree of care and safeguard as it uses to protect its own Confidential Information of like importance.

4. NO OBLIGATION TO DISCLOSE: Nothing in this Agreement may be construed and compelling any Party hereto to disclose any Confidential Information to the other. Each Party, to the extent of its rights to do so, shall disclose to the other Party any Confidential Information which such Disclosing Party deems appropriate to fulfill the Purpose.

5. DISCLAIMER: All Confidential Information supplied hereunder is supplied on an "as is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Party as a result of the use of the Confidential Information.

6. RETURN OF MATERIALS: All documents or other tangible objects containing Confidential Information, and all copies of those documents or objects, are and remain the exclusive property of the Disclosing Party. If they are in the possession or under the control of the Receiving Party at the date of termination of this Agreement, the Receiving Party shall return them immediately upon receipt of written request by the Disclosing Party. Nevertheless M/S XXX and the Company are each entitled to retain a copy of the Confidential Information in their respective legal department for record purposes only.

7. NO LICENCES GRANTED: It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Confidential Information under this Agreement by any Party to the other Party shall not be construed as granting to the Receiving Party any rights whether expressed or implied by licence or otherwise on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secret rights including any license or property under any invention, discovery, patent, copyrights or other industrial or intellectual property rights, now and in the future, implied, held, made, obtained, obtainable or licensable, in relation with Confidential

Information supplied hereunder.

8. COMPUTER PROGRAM: With respect to any Confidential Information being a computer program whatever the form, the state of achievement or the medium, the Receiving Party shall not, to the extent permitted by law, without the prior written permission of the Disclosing Party

- (i) transfer or copy the Confidential Information in whole or in part in any way,
- (ii) modify, adapt, correct, translate, or otherwise alter the Confidential Information in any way or prepare, develop any derivative works of the Confidential Information or any part of it.

9. NO OBLIGATION TO PROCEED: Nothing in this Agreement shall obligate either Party to proceed with any transaction with the other Party, and either Party reserves the right, in its sole and absolute discretion, to decline to participate in a business opportunity and to terminate discussions.

10. NON DISCLOSURE OF NEGOTIATIONS: Except as provided in Section 3, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are holding discussions and/or conducting evaluations and/or negotiations concerning the Purpose.

11. NON EXCLUSIVITY: Nothing in this Agreement shall preclude either Party from dealing with other parties on identical or similar subject matter to that covered in this Agreement.

12. TERM: This Agreement shall govern the communications relating to Confidential Information between the Parties hereto during the period of three (3) years as of the Effective Date, or until such time as the present Agreement is expressly and subsequently superseded by an agreement in writing between the Parties with respect to the term set forth herein.

13. SURVIVAL: The obligations set forth in this Agreement shall bind the Parties for a period of ten (10) years from the earlier termination or expiration of this Agreement.

14. DISCLOSURE TO AFFILIATES: For this purpose, the Receiving Party agrees to inform the Disclosing Party regarding disclosure of confidential information to its Affiliates. Subsequent to receipt of information from Receiving Party, Disclosing Party agrees that the Receiving Party shall be free to disclose Confidential Information on a need to know basis, and under the same obligations of confidentiality as are set out herein, to its Affiliates. Either Party shall assume responsibility for any breach by one of its Affiliates of the terms of this Agreement and any such breach shall be deemed to be a breach by that Party.

For the purpose of this Agreement "**Affiliates**" shall mean (i) any company directly or indirectly controlling the Receiving Party, (ii) any company directly or indirectly controlled by the Receiving Party or (iii) any company that is directly or indirectly controlled by the company controlling the Receiving Party and, for this purpose, the term "**control**" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) and "controlling" and "controlled" shall be construed accordingly.

15. MISCELLANEOUS: This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement is only for the purpose of protecting proprietary and/or confidential information and shall not be construed as a teaming agreement, joint venture, or other contractual arrangement. This Agreement may not be amended except by a written agreement signed by authorised representatives of both Parties. The failure to enforce or

to require the performance any time of any one of the provisions of this Agreement shall not be construed to be a waiver of such provision.

16. This Agreement shall be governed by and construed in accordance with the laws of India. The rules of conflict of laws are excluded. Parties consent to the jurisdiction of any court sitting in New Delhi for any disputes arising under this Non-Disclosure agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal to be unenforceable, the remaining portions hereof shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives.

Signed in _____ on _____

[Company]

M/s _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witnesses:

1.

2.