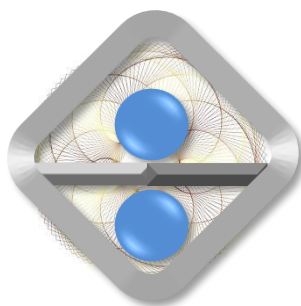


This notice is being published only as an abundant precaution and is not an open invitation to quote in tender, participation in this Tender is by Invitation only and is Limited to the selected BRBNMPL's registered bidders for item, who have been sent this tender by Post / Courier. Unsolicited offers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

## **LIMITED TENDER**

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



नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए  
निविदा दस्तावेज़  
**Tender Document for Rooftop Water Proofing at Corporate  
Office, BRBNMPL, Bengaluru**

**निविदा सं. 012/CO/LT/2020-21 दिनांक March 08, 2021**  
**TENDER No: 012/CO/LT/2020-21 dated March 08, 2021**

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

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

दूरभाष / Phone: 080-66602000, 66602034

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

वेबसाइट / Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

अहस्तांतरणीय / **Not Transferable**

**Security Classification: Non-Security**

नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूर में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़  
**Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru**

निविदा सं. 012/CO/LT/2020-21 दिनांक March 08, 2021  
**TENDER No: 012/CO/LT/2020-21 dated March 08, 2021**

This document contains **90** pages

The tender document is sold to:

M/s. \_\_\_\_\_  
Address \_\_\_\_\_

Details of Contact person in BRBNMPL regarding this tender:

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

पता /Address:

भारतीय रिजर्व बैंक नोट मुद्रण प्राइवेट लिमिटेड  
Bharatiya Reserve Bank Note Mudran Private Limited,  
पंजीकृत एवं नैगमिक कार्यालय/Regd. & Corporate Office,  
न./No. 3 & 4, 1ला स्टेज, 1ला फेज /1<sup>st</sup> Stage, 1<sup>st</sup> Phase,  
बीटीएम लेआउट , जल भवन के पास /BTM Layout, Near Jal Bhavan,  
बनेर्घट्टा रोड / Bannerghatta Road,  
बेंगलूर / Bengaluru - 560029

ई-मेल/Email: [smpawale@brbnmpl.co.in](mailto:smpawale@brbnmpl.co.in)

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

**इस निविदा एंक्वाइरी की विषय-वस्तु / CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)**

| <b>Tender Clause / Section Reference</b> | <b>Tender Clause Description</b>  | <b>Remarks</b>                       |
|--|---|--------------------------------------|
| Section I                                | Notice Inviting Tender (NIT)  | Enclosed                             |
| Section II                               | General Instructions for Tenderer (GIT)   | Enclosed                             |
| Section III                              | Special Instructions to Tenderers (SIT)   | Enclosed                             |
| Section IV                               | General Conditions of Contract (GCC)  | Enclosed                             |
| Section V                                | Special Conditions of Contract (SCC)  | Enclosed                             |
| Section VI                               | List of Requirements  | Enclosed                             |
| Section VII                              | Technical Specification   | Enclosed                             |
| Section VIII                             | Quality Control Requirements / Compliance Statement by Tenderer   | Enclosed                             |
| Section IX                               | Qualification/Eligibility Criteria  | Enclosed                             |
| Section X                                | Tender form   | Enclosed                             |
| Section XI                               | Price Schedule (Price Bid)  | Enclosed                             |
| Section XII                              | Questionnaire / Checklist   | Enclosed                             |
| Section XIII                             | Bank Guarantee Form for EMD   | <u>Not Applicable to this tender</u> |
| Section XIV                              | Manufacturer's Authorization Form   | Enclosed                             |
| Section XV                               | Bank Guarantee Form for Performance Security / SD   | Enclosed                             |
| Section XVI                              | Contract Form   | Enclosed                             |
| Section XVII                             | Letter of Authority for attending a Bid Opening   | Enclosed                             |
| Section XVIII                            | Shipping arrangement for liner cargo-   | <u>Not applicable to this tender</u> |
| Section XIX                              | Proforma of Bills for Payments  | Enclosed                             |
| Section XX                               | Pre contract Integrity Pact   | <u>Not applicable to this tender</u> |
| Checklist                                | Checklist for Tenderers   | Enclosed                             |
| Annexure - A                             | Performa of Financial Turnover Certificate  | Enclosed                             |
| Annexure - B                             | NEFT – Model Mandate Form   | Enclosed                             |
| Annexure - C                             | Authorization Format for FD   | <u>Not applicable to this tender</u> |
| Annexure - D                             | Undertaking to fulfil the Security Deposit  | Enclosed                             |
| Annexure – E                             | Confidentiality Statement and Declaration   | Enclosed                             |
| Annexure – F                             | Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017   | Enclosed                             |
| Annexure – G                             | Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'  | Enclosed                             |
| Annexure – H                             | Conditions For Conditions For Start-Up Companies  | Enclosed                             |
| Annexure – I                             | Procedure to be adopted when the Bidder Qualifies as both MSE and Class-I Local   | Enclosed                             |
| Annexure – J                             | Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM | Enclosed                             |
| Annexure – K                             | Bid Security Declaration in lieu of Earnest Money Deposit   | Enclosed                             |

|              |  |          |
|--------------|--|----------|
| Annexure – L | Performance Guarantee For Waterproofing Works  | Enclosed |
| Annexure – M | Performance Bank Guarantee issued on behalf of holding company for satisfactory performance of contract by its Subsidiary company. | Enclosed |
| Annexure – N | Undertaking to provide financial support to wholly owned subsidiary by Holding Company   | Enclosed |
| Annexure – O | Compliance Statement   | Enclosed |

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

दूरभाष / Phone: 080-66602000, 66602034

फैक्स / Fax: 080 - 66602039, ई-मेल / E-Mail: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

वेबसाइट / Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

भाग / SECTION- I: निविदा आमंत्रण की सूचना / NOTICE INVITING TENDER (NIT)

दिनांक / Dated: March 08, 2021

M/s.

---

---

---

---

निविदा सं. 012/CO/LT/2020-21 दिनांक March 08, 2021  
TENDER No: 012/CO/LT/2020-21 dated March 08, 2021

**विषय / Sub:** नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़ /  
**Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru**

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited for **“Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru”**.

| Sl. No. | Brief Description of Goods / Services   | Quantity (Unit) | Earnest Money Deposit   | Remarks  |
|---------|---|-----------------|---|--|
| 01      | नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़ / <b>Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru</b><br><br>(Non-Splitable)<br><br>As per Scope of work mentioned at List of Requirement – Section-VI | As per BOQ      | <b>NIL</b><br><br>Note: bidder is required to submit declaration for bid security as per proforma at Annexure-K | Estimate Value:<br>₹ <b>24,95,000/- (Rupees Twenty Four Lakhs Ninety Five Thousand Only)</b> |

|  |  |
|--|--|
| Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc. | Two Bid System (Part – 1 Techno-commercial Bid and Part-2 Financial/Price Bid) |
| Date of Sale of tender documents   | From 08/03/2021 to 29/03/2021 during office hours                              |
| Price of the Tender Document   | ₹ 500/- (Inclusive of all applicable taxes)                                    |
| Closing date and time for receipt of tenders   | 14:30 Hours on March 30, 2021  |

|   |   |
|---|---|
| Place of receipt of tenders   | Technical section, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bengaluru-560 029.<br>(OR)<br>Can be downloaded from our website <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> , in which case Price of tender document should be enclosed along with your offer. |
| Time and date of opening of tenders   | 15:00 Hours on March 30, 2021   |
| Place of opening of tenders   | Board / Conference room at Corporate Office, BRBNMPL.   |
| Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT) | Shri. S.M. Pawale, DGM & CISO   |

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website [www.brbnmpl.co.in](http://www.brbnmpl.co.in) mentioned above for further details.
3. Tender documents may be purchased on payment of non-refundable fee of ₹ 500/- (amount) per set through:
  - a. Online Bank Transfer (proof of online transfer to be submitted along with the tender papers) through NEFT/RTGS can be made at the following BRBNMPL account maintained with State Bank of India, Overseas Branch, Bengaluru.  
SBI A/c No.: **00000010605523157**  
IFSC: **SBIN0006861**

OR

- b. Through any other Electronic mode of payment such as Debit Card powered by RuPay, Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



OR

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

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

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

mentioned in Para 3 above.

6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. BRBNMPL reserves the right to Cancel the tendering Process / Reject all Bids / Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection.
10. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.
11. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and Tender shall be finalized on **Lowest L1 bidder** from eligible bidders as per section XI.

**12. Relaxations, exemptions and other conditions for Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups;**

Bidders are advised to refer the following annexures for relaxations, exemptions and other conditions of Public Procurement Policy.

**Annexure-F:** Salient Features of Revised 'Public Procurement (Preference to Make In India) Order, 2017'

**Annexure-G:** Salient Features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'; Conditions for Micro and Small Enterprises (MSEs)

**Annexure-H:** Conditions for Start-Up Companies

**Annexure-I:** Procedure to be adopted when the Bidder qualifies as both MSE and Class-I Local Supplier

13. Product Reservation/Purchase Preference shall be given to MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 along with amendments, if any, notified by Govt. of India.
14. Purchase preference shall be given to Local Suppliers as per Public Procurement (Preference to Make in India) Order, 2017 along with amendments, if any, notified by Govt. of India.
15. "Details of Purchase preference as mentioned in SIT of the tender"  
Details of IEM for this tender is furnished below: - (If applicable for the tender)  
Name: Shri V.V. R.Sastry , Address:---, Email: sastryvvr@gmail.com

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

Please send your competitive bidding in sealed cover super scribed as **"Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru"** against Tender Enquiry No. **012/CO/LT/2020-21 dated March 08, 2021** to reach us on or before **14.30 hrs on March 30, 2021 at BRBNMPL, Bengaluru** with the following separate sealed covers inside:

1. **Part I:** First sealed cover should contain the cost of tender form, technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender **except Section XI (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions is liable for Rejections. This first sealed cover should be clearly super-scribed with **"Part I - Technical Bid - For "Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru"** against Tender Enquiry No. **012/CO/LT/2020-21 dated March 08, 2021**. Any price indication in the Technical Bid will be summarily rejected.
2. **Part II:** Second sealed cover should contain only section XI (Price Schedule) (duly sealed

and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **“Part II - Price Bid - For “Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru”** against Tender Enquiry No. **012/CO/LT/2020-21** dated **March 08, 2021**.

3. The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“Offer “Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru”** against Tender Enquiry No. **012/CO/LT/2020-21** dated **March 08, 2021** with due date of opening as 15:00 Hours on March 08, 2021 and should be addressed to The General Manager (Name and address).
4. BIDS submitted not in accordance with above guidelines will be liable to be rejected.
5. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the BRBNMPL within the stipulated date and time. BRBNMPL will not be responsible for any delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. BRBNMPL shall not accept responsibility for late receipt of tenders if delivered in person or sent by post or courier service.

The Technical part (part I) tenders will be opened at 15.00 hrs on March 08, 2021 in the presence of available tenderers or their authorized representatives. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. The date of opening of Price bids will be intimated to qualified bidders. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

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



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



**बोलीदाताओं के ध्यानार्थ निविदा की महत्वपूर्ण शर्तों पर एक नज़र**  
**IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS**

1. निविदा की वैधता / **Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders, however in case of any delay due to genuine reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.
1. संविदा की अवधि / **Tenure of Contract:** The work should be completed as per as per bill of quantities and scope of work within Six (06) months from date issue of work order. Any requests for extension of time may be initiated two weeks before the scheduled completion date citing the reasons for delay.
2. ई.एम.डी / **E.M.D:** As per GIT Clause 18 under Section II
  - a. All bidders shall be exempted from submission of EMD.
  - b. All bidders shall be required to sign the bid securing declaration as per proforma attached at Annexure-L:
3. संविदा का मूल्य / **Contract Price:**

The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion. The rate quoted shall be deemed to be for the finished work to be measured at site.

The rate quoted shall also be firm irrespective of any variation in quantities of items given in the schedule of items.
4. वैकल्पिक मात्रा /अतिरिक्त कार्य आदेश / Optional Quantity/Additional Work order:

Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement. The contractor shall not claim any extra rate on this account and the payment shall be made as per the actual work done. BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates.
5. The successful contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.
6. भुगतान की शर्तें / Payment Terms:
  - a. R/A Bills:
    - i. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per measurements submitted for certification to BRBNMPL Officer in MS excel, MS sheets in standard measurements sheets. Deductions will comprise the deductions as stipulated including statutory deduction.
    - ii. All progress payments made / R/A bills paid shall be regarded as payment by way of advance against final payment only and not as payment for the work completed.
    - iii. The contractors must finally complete the work strictly in accordance with the specifications and drawings, if required, by reconstructing or rectifying faulty work.
    - iv. All R/A bills / invoices for progress payments as well as for final payments shall be submitted in prescribed computerized forms supported by detailed measurement of items of work.
    - v. The minimum value of interim bill/monthly bill/progressive running account (R/A) bill shall not be less than Rs. 10 lakhs as mentioned in the tender form. The contractor has to submit the final bill within two months from the date of completion of work.
    - vi. All payments to the Bidder shall normally be made by Account payee Cheques / Electronics clearing facility. All Bank charges in connection with payment by way of Demand Draft on specific request to the Bidder shall be borne by the Bidder / RTGS on submission of the request by the bidder as per Finance Department requirement.

- b. अंतिम बिल / Final Bill: The Bidder shall submit the final bill within 2 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after receipt of "No claim certificate" and the clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to the BRBNMPL.
- c. All payments to the Bidder shall normally be made by Account Payee Cheques/Electronics clearing facility/NEFT/RTGS.
7. बोलीदाताओं का स्पष्टीकरण / Clarification of Bidders: For any clarification bidder may contact on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting, ignorance regarding these will not be entertained.
8. भुगतान रोकना / Withholding of Payments: The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:
  - a. Defective work pointed out by the Employer and not remedied by the Contractor.
  - b. Failure of the Contractor to make payments properly and regularly to his own workers, to his suppliers, etc.
  - c. Damage by the Contractor to the work of other Contractors.
  - d. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
  - e. A reasonable doubt that the Contractor intends to leave work items incomplete.
  - f. Failure of the Contractor to execute the Works in conformity with the Contract Documents.
  - g. Failure of the Contractor to meet or keep-up with the approved Construction Program.
  - h. Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.
9. कार्य के अतिरिक्त मद / Extra Items in the works: Any extra items that are found to be necessary during the course of work, the same shall have to be executed by the contractor with written instruction from BRBNMPL. The rates for the same shall be derived from KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates).
10. सुरक्षा जमा/निष्पादन बॉन्ड / Security Deposit/Performance Bond:
 

Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Order Value by way of DD/BG, valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV.). Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BRBNMPL against it.

Successful Bidders has to submit B.G. as performance security for 10% (Ten percent) of the tendered amount in the prescribed format mentioned at Section: XV.

In the case of BG the amount and validity shall be as follows:

  - a. Full value of the performance security for a period of Five years
  - b. 50 % of the performance security for the period of Three years thereafter
  - c. 25 % of the performance security for the period of Two years thereafter

Thus, the BG validity is limited to 10 years. In the case of DD the successful bidder will be eligible for refund from BRBNMPL of amounts as per the BG schedule above.

After expiry of Defects Liability Period / Completion of all contractual obligations including warranty obligations, whichever is later. The performance security shall be released in the following manner:

- a. 50% of value of performance security shall be released after successful completion (including defects rectification) of five years after the date of completion of entire work,
  - b. Remaining 25% of value of performance security shall be released after successful completion (including defects rectification) of eight years after the date of completion of entire work,,
  - c. Remaining 25% of value of performance security shall be released after successful completion of ten years of defects rectification noticed during the period including compliance of all contractual obligations.
11. परिसमापन हर्जाना / Liquidated Damages: If the supplier fails to deliver any or all of the goods within the time frame (s) [delivery schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods [value of quality for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10%. [Please refer GCC Clause 24 under Section IV].
12. दोष दायित्व अवधि / Defects Liability Period:  
Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto or, if none stated, then within 120 months after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder , shall upon the directions in writing of the BRBNMPL , and within such reasonable time as shall be specified therein, be amended and made good by the Bidder , at his own cost and in case of default the BRBNMPL may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults. All expenses thus incurred shall be at the risks and costs of the contractor.
13. Tender Evaluation:
  - a. The evaluation shall be based on L1 basis considering the overall Total Cost including GST. (Subjected to MSE Purchase Preference stipulated in the tender) However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
  - b. BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
  - c. Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature.
  - d. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation. All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
  - e. Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.
14. Variations: BRBNMPL may have some additional works, modifications etc. at site related to the Scope of Services to be carried out. BRBNMPL has the right to make use of Manpower, materials, Equipment, Tools & Tackles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to BRBNMPL. However, the cost of materials required for such works shall be paid as per the provision under this contract.
15. Utilities – Electricity & water connection will be provided at a single point and at free of cost. The successful bidders shall make the necessary arrangements to draw the same.
16. अवार्ड की अधिसूचना / Notification of Award: BRBNMPL issue Notification of award / LOI to the L1 bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and

corresponding prices accepted. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.

17. संविदा का करार / Contract Agreement: A formal agreement has to be executed between the contractor and BRBNMPL on ₹ 100/-Non-judicial stamp paper purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XVI. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the contractor shall be forfeited and BRBNMPL may initiate appropriate action as deemed fit
18. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
19. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
20. If the tenderer is registered under DGS&D/NSIC/MSE, New Delhi they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/NSIC/MSE, New Delhi. Tenderer registered with NSIC/DGS&D are eligible for exemption of only EMD. As regarding SD, the tenderer who are registered with DGS&D /NSIC/MSE should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-Part-I.
21. The Contractor's co-ordination with other agencies appointed by BRBNMPL is essential to maintain smooth progress of the work and any delay, which in the opinion of BRBNMPL if due to non-co-ordination and inefficient management of the contractor will not be entertained.
22. उप संविदा / Sub-contract: Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of Security Deposit.
23. प्रमाण-पत्रों की प्रतियाँ / Copies of Certificates / Documents related to company profile like GST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-Part-I.
24. अन्य अनुदेश / Other Instructions:
  - a. A tenderer should quote the tender in figures as well as in words. The amount for each item should be worked out and the requisite totals given. The Rates and total amounts should be rounded off to nearest rupee value. In case of discrepancy between the rates in words and figures the rate quoted by the tender in words shall be taken as correct.
  - b. The tender document should be signed on each page by the tenderer or his duly authorized representative. A certified true copy of an absolute power of Attorney in favour of signatory should accompany tender documents.
  - c. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Deputy General Manager: 080 – 66602000, 66602034 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
  - d. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
  - e. Please note that the contractors who have worked earlier with BRBNMPL and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
25. No counter conditions shall be accepted.
26. All terms & conditions of this NIT shall be treated as part & parcel of the contract.
27. कंपनी के अधिकार / Rights of company:
  - a. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.

- b. If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to terminate the contract and forfeit the EMD / Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original contractor.
28. कार्य की आभासी पूर्णता के पूर्व कार्य को ठीक करना / Correction of Work Before Virtual Completion of Works: The Employer, its representatives shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemised in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Employer from any money that may be payable or that may become payable to the Contractor.
29. क्षतिपूर्ति / **Indemnity:** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.
30. समाप्ति / **Termination:** If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven day's notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in

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

31. विवादों का निपटारा / Resolution of Disputes / Arbitration: If any dispute arises after the issue of LOI / Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Bengaluru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us.
32. Exemption for MSEs and Start-ups: The tenderers who are currently registered and shall continue to remain registered during the tender validity period with Central Purchase Organisation (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Start-up as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of tender fee and earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or Start-up, as the case may be).
  - a. Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.
  - b. SC/ST/Women entrepreneurs registered under MSEs need to submit valid documentary evidence.
33. All statutory provisions / requirements should be complied with. Records to this effect are to be maintained by the contractor / Service provider and to be shown on demand to the authorities concerned and are responsible directly to them.
34. Tenderers must mention their Income Tax Permanent Account No. (PAN), GST registration, MSME, Professional Tax Registration along with the offer, failing which the offer will liable to be rejected.
35. Parties who have been black listed /debarred by BRBNMPL/PSU or any Govt. Departments are not eligible for submission of this tender.
36. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to it the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
37. If the tenderers registered under MSME/ NSIC, they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under MSME/NSIC.

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

सेक्शन / **Section II: टेंडर कर्ता की सामान्य शर्तें /**  
**General Conditions of Tenderers (GIT)**

**भाग/Part I: सभी प्रकार के निविदाओं पर लागू सामान्य**  
**अनुदेश / General Instructions Applicable to**  
**all Types of Tenders**

**A PREAMBLE**

**1. Introduction**

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

**2. Language of Tender**

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

prevail.

**3. Eligible Tenderers**

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

**4. Eligible Goods and Services**

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

**5. Tendering Expense**

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

**B TENDER DOCUMENTS**

**6. Content of Tender Documents**

**6.1 The tender documents includes:**

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV -General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX — Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVI I: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
19. Section XIX: Proforma of Bills for Payments
- 6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc.

incorporated in these tender documents may result in rejection of its tender.

#### **7. Amendments to Tender Documents**

- 7.1 At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments) to it.
- 7.2 Such an amendment will be 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 tender.

#### **9. Clarification of Tender Documents**

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

### **C PREPARATION OF TENDERS**

#### **10. Documents Comprising the Tender**

- 10.1 The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:
- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.19.4) from the clauses of this SBD, if any.
  - b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
  - c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.17.3 of GIT).
  - d) Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.18.2 for claiming exemption from payment of earnest money. and
  - e) Questionnaire as per Section XII.
  - f) Manufacturer's Authorization Form (ref Section XIV, if applicable
- NB: The tenderers may also enclose in their

tenders, technical literature and other documents as and if considered necessary by them.

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

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

#### **11. Tender currencies**

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

#### **12. Tender Prices**

- 12.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.
- 12.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-



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

- b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

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

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

#### **12.7 Additional information and instruction on Duties and Taxes:**

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

#### **12.8 Goods and Services Tax**

- a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price.

Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

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

#### **12.9 Goods and Services Tax...contd...**

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

#### **12.10 Goods and Services Tax...contd...**

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

#### **12.11 Duties, taxes and other levies of Local bodies**

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

reimbursement and, also, for further necessary action.

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

#### **12.12 Duties / Taxes on Raw Materials**

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

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

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

#### **12.14 Customs Duty:**

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

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

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

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

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

#### **13. Authorized Dealer/Distributor/Representative**

Principal manufacturers/OEMs, manufacturers under license or their authorized Dealers/Distributors/Representatives who are exclusively appointed by the principal manufacturers/OEMs to represent them in the country shall be eligible to apply or to

take part in the bid. One Principal manufacturer/OEM can authorize only one Dealer/ Distributor/Representative for a particular tender. Similarly, one authorized Dealer/ Distributor/Representative can represent only one Principal manufacturer/OEM in a particular tender. There can be only one bid from either: -

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

Note

- (i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/ distributor/representative can bid but both cannot bid simultaneously in the same tender.
- (ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then
  - (a) the bidder should have been associated as authorised dealer/ distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31<sup>st</sup> March (or any other year ending followed in relevant country) of the previous financial year; and
  - (b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and
  - (c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.
- (iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

#### **14. Firm Price / Variable Price**

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

variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.

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

14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.

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

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

14.7 Documents for claiming ERV:

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

#### **15. Alternative Tenders**

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

#### **16. Documents Establishing Tenderer's Eligibility and Qualifications**

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

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

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

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

#### **17. Documents establishing Good's Conformity to Tender document**

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

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

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

#### **18. Earnest Money Deposit (EMD)**

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

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

with CPO or as a MSE or as a Startup, as the case may be).

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

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

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

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

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

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

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

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

## **19. Tender Validity**

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

period shall be treated as unresponsive and rejected.

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

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

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

## **20. Signing and Sealing of Tender**

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

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

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

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

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

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

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

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

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

tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

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

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

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

#### **D SUBMISSION OF TENDERS**

##### **21. Submission of Tenders**

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

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

##### **22. Late Tender**

A tender, which is received after the specified date and time for receipt of

tenders will be treated as "late" tender and will be ignored.

##### **23. Alteration and Withdrawal of Tender**

- 23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BRBNMPL.

#### **E TENDER OPENING**

##### **24. Opening of Tenders**

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

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

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

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

#### **F SCRUTINY AND EVALUATION OF TENDERS**

##### **25. Basic Principle**

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

## **26. Preliminary Scrutiny of Tenders**

- 26.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 26.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
  - b) Tenderer is not eligible.
  - c) Tender validity is shorter than the required period.
  - d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
  - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
  - f) Tenderer has not agreed to give the required performance security.
  - g) Goods offered are sub-standard, not meeting the required specification etc.
  - h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
  - i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

## **27. Minor Infirmary / Irregularity / Non-Conformity**

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

clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **28. Discrepancy in Prices**

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

## **29. Discrepancy between original and copies of Tender**

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

## **30. Clarification of Bids**

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

## **31. Qualification / Eligibility Criteria**

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

## **32. Conversion of tender currencies to Indian Rupees**

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

Bank of India for similar transactions, as on the date of tender opening.

**33. Schedule-wise Evaluation**

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

**34. Comparison on CIF/FOR Destination Basis**

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

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

- 35.1 Further to GIT Clause 33 above, BRBNMPL's evaluation of a tender will include and take into account the following:
- 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
  - In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 BRBNMPL's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro & Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.
- 35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender

opening and not on the basis of any future date.

**36. Tenderer's capability to perform the contract**

- 36.1 BRBNMPL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.

**37. Cartel Formation / Pool Rates**

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

**38. Negotiations**

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

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

**39. Contacting BRBNMPL**

- 39.1. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BRBNMPL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 39.2. It will be treated as a serious misdemeanour in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and

award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.

**G AWARD OF CONTRACT**

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

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

**41. Award Criteria**

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

**42. Variation of Quantities at the Time of Award**

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

**43. Parallel Contracts**

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

**44. Serious Misdemeanours**

**44.1. Following would be considered serious misdemeanours:**

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

**44.2. Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would ban /**

blacklist Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

**45. Notification of Award**

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

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

**46. Issue of Contract**

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

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

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

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

**48. Return of EMD**

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

**49. Publication of Tender Result**

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

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

**50. Rate Contract Tenders**

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

- i. Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.
- ii. In the Schedule of Requirement, no



- commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

#### **50.2 Fall Clause**

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

#### **50.3 Performance Security**

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

#### **50.4 Renewal of Rate Contracts**

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions

etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out, Period of such extension would generally not be more than three months.

#### **51. Prequalification Bidding**

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

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

#### **52. Tenders involving Samples**

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

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

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

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

- 52.4 Testing of Samples:** Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII - "Quality Control Requirements" in the SBD.
- 52.5 Validation / Prolonged Trials:** If specified in SIT or in the Section VIII - "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6 Parameters Settings and duration of Validation Tests** would be indicated in the Section VIII - "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.
- 53. Expression of Interest (EOI) Tenders:**
- 53.1** EOI tenders are floated for short listing firms who are willing and qualified for: -
- Registration of Vendors for Supply of particular Stores or certain categories of Stores.
  - Development of new items or Indigenization of Imported stores
- 53.2** The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.
- 53.3** Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4** In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine / Item at the place of installation at the place, dates and Time mentioned in SIT.
- 53.5** In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6 Short List of Suppliers:** The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of

supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX - "Qualification Criteria" in the SBD.

- 53.7** If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BRBNMPL.
- 53.8** All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.9** In case of EOI for registration of vendors, registration letters would be issued to the short listed tenderers.
- 53.10** In case of EOI for development / indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.
- 54. Tenders for Disposal of Scrap**
- 54.1** Introduction: The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI - "List of Requirements".
- 54.2** "As Is; Where Is; Whatever Is" Basis of This Sale:
- 54.2.1** This sale of Scrap is strictly on "As is; Where is; Whatever is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity, nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- 54.2.2** The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not

under any circumstances be liable to make good any such deficiency

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

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

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

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

### **54.3 Submission of Offer**

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

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

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

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

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

applicable, must be provided in the Bid of the Tenderer.

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

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

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

### **54.4 Notification of Acceptance and Award of Contract:**

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

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

### **54.5 Disposal Tenders for Security and Sensitive Machinery and Items:**

**54.5.1 Non-Misuse Declaration:** The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BRBNMPL, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is

honoured and it got underwritten from further down the line scrap processors / re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

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

#### **55. Development and Indigenization Tenders:**

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

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

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

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

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

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

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

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

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

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

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

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

#### **भाग / Part II: विशेष प्रकार की निविदाओं पर लागू अतिरिक्त सामान्य अनुदेश / Additional General**

##### **Instructions Applicable to Specific Types of Tenders:**

#### **1. Compliance of Security Norms:**

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

#### **2. Safety & Security Measures:**

- a) The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take 'Workmen's Compensation Insurance' policy to all of his workmen engaged for the said job and copy of the same to be submitted.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.

- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
  - f) Protective gear such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the contractor at his own cost to all his manpower at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
  - g) The contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
  - h) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BRBNMPL in this regard shall be final and binding on the contractor.
  - i) The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
  - j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
  - k) BRBNMPL is a security organization and hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. The Contractor shall not allow any visitor to the site without the prior written approval of BRBNMPL.
3. The contractor shall make their own arrangement for providing working lunch/dinner to their employees.
  4. Compliance to all the statutory / regulatory norms and practices (like ESI / PF /labour license etc.) shall be the sole responsibility of the contractor / firm / agency and shall indemnify BRBNMPL at all times.
  5. All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
  6. The calculations made by the tenderer should be based upon probable quantities of several items of work, which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not a lump sum contract.
  7. The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.

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

**भाग / Section III: निविदाकर्ताओं के लिए विशेष अनुदेश / Special Instructions to Tenderers (SIT)**

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

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

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

| SI. No. | GIT Clause No.         | Topic   | SIT Provision   |
|---------|------------------------|---|---|
| 1       | 1, 2, 3, 4, 5, 6, 7    | PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents | No Change   |
| 2       | 8                      | Pre bid Conference  | Not Applicable  |
| 3       | 9                      | Time Limit for receiving request for clarification of Tender Documents  | No Change   |
| 4       | 10, 11, 12, 13, 14, 15 | Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders  | No Change   |
| 5       | 16, 17                 | Documents Establishing Tenderer's Eligibility and Qualifications<br>Documents establishing Good's Conformity to Tender document   | No Change   |
| 6       | 18                     | EMD   | No EMD  |
| 7       | 19                     | Tender Validity   | 120 days from date of opening of tender. Extension of another 30 days, if required  |
| 8       | 20                     | Number of Copies of Tenders to be submitted   | One   |
| 9       | 21, 22 23, 24, 25      | Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender, Opening of tenders, Basic Principle  | No Change   |
| 10      | 35. 2                  | Additional Factors for Evaluation of Offers   | Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied should be strictly as per given specification without counter conditions. Tender will be finalised on L1 basis<br>Tender is non-splitable. Price bid evaluation will be subject to purchase preference as per Government guidelines |

|    |                            |   |                |
|----|----------------------------|---|----------------|
| 11 | 43                         | Parallel Contracts  | Not Applicable |
| 12 | 50. 1, 50. 3               | Tender For rate Contracts   | Not applicable |
| 13 | 51. 1, 51. 2               | PQB Tenders   | Not Applicable |
| 14 | 52. 1, 52. 3, 52. 5        | Tenders involving Purchaser's & Pre - Production Samples  | Not applicable |
| 15 | 53. 4, 53. 5, 53. 7        | EOI Tenders   | Not applicable |
| 16 | 54. 3. 1, 54. 5. 2         | Tenders for Disposal of Scrap   | Not applicable |
| 17 | 55. 2, 55. 3, 55. 7, 55. 8 | Development/Indigenization Tenders  | Not applicable |
| 18 | Clarification of Bidders:  | For any clarification bidder may contact this office on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorization paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied that the contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained.   |                |
| 19 | Sub-contract               | Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for termination forthwith and forfeit the Security Deposit  |                |
| 20 | Clarification of Bids      | During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from the date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.   |                |
| 21 | Discrepancy in Prices      | a) If in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price and the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless client feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price shall be corrected accordingly.<br>b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected, and<br>c) If, as per the judgment of client, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post, if the tenderer does not agree to the observation of the client, the tender is liable for rejection. |                |

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



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

**1. Definitions; Interpretation and Abbreviations:** In the contract, unless the

context otherwise requires:

**1.1 Definitions and Interpretation:**

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, successors, authorized dealers/representatives, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract:
  - a. The consignee at his premises; or
  - b. Where so provided, the interim consignee at his premises; or

- c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
- d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/ document/standard that prescribes the requirement to which product or service has to conform.



(xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xxv) "Day" means calendar day.

## 1.2 Abbreviations:

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

|       |                             |
|-------|-----------------------------|
| "L"   | 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:

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

- contract number and date
- brief description of goods including quantity
- packing list reference number
- country of origin of goods
- consignee's name and full address and supplier's name and address

#### **9. Inspection and Quality Control**

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

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

- 9.3** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4** In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5** If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6** BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.
- 9.7** Goods accepted by BRBNMPL and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

#### **10. Terms of Delivery**

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

#### **11. Transportation of Goods**

- 11.1** The supplier shall not arrange part-shipments and / or transhipments without

the express / prior written consent of BRBNMPL.

#### **11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:**

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

#### **11.3 Shipping Arrangement for Foreign Contracts:**

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

#### **12. Insurance:**

- 12.1** Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 12.2** In case of supply of domestic goods on CIF/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.
- 12.3** In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.4** In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

#### **13. Spare parts**

- 13.1** If specified in the List of Requirements and in the resultant contract, the supplier shall

supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and / or supplied by the supplier:

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

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

#### **14. Incidental services**

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

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

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

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

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

**15.2** For Domestic Goods, including goods already imported by the supplier under its own arrangement, within 24 hours of despatch, the supplier shall notify

BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

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

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

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

#### **16. Warranty**

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

**16.2** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the

port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

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

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

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

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

## **17. Assignment**

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

## **18. Sub Contracts**

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

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

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

## **19. Modification of contract**

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

- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
- (b) mode of packing,
- (c) incidental services to be provided by the supplier

- (d) mode of despatch,
- (e) place of delivery, and
- (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.

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

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

## **20. Prices**

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

## **21. Taxes and Duties**

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

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

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

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

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

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

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

production of all required documents by the supplier.

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

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

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

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

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

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

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

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

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

- a) Original Invoice

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

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

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

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

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

**23. Delay in the supplier's performance**

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

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

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

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

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

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

- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

**23.5** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain

the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

## **24. Liquidated damages**

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

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

**25.1** Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

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

## **26. Termination for default**

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

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

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

**27. Termination for insolvency**

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

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

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

**27.4 Escrow Arrangement**

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

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

Agreement to release the Software and its source code to BRBNMPL as noted above.

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

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

**28. Force Majeure**

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

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

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

**29. Termination for convenience**

**29.1** BRBNMPL reserves the right to terminate the contract, in whole or in part for its (BRBNMPL's) convenience, by serving



written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BRBNMPL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

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

### **30. Governing language**

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

### **31. Notices**

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

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

### **32. Code of Ethics**

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

- (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 (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in Bangalore/Mysore/Kolkata and shall be conducted in English language. All documentation to be reviewed by the arbitrators and / or submitted by the parties shall be written or translated into English. Venue of arbitration shall be Bangalore/Mysore/Kolkata. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

**34. Applicable Law**

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

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

**35. Secrecy**

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

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

**35.3.** Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the

Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

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

**36. Disposal / Sale of Scrap by Tender**

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

**36.2 Payment and Default**

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

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

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

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

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

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

**36.3 Deliveries, Delays and Breach of Contract**

**36.3.1** The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of the purchaser.

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

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

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

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

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

**36.3.6** The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.

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

**36.3.8** If due to any default on the part of the BRBNMPL, the purchaser is unable to

remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

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

**36.3.10** If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

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

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

### **भाग /Section V: संविदा की विशेष शर्तें / Special Conditions of Contract (SCC)**

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

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

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

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

**Note: Bidders should note that Warranty clause and Performance Security Clause is applicable to this tender. Please read the GCC carefully before submitting the offer.**

- 1) **Time Schedule:** The work should be completed as per as per bill of quantities and scope of work within Six (06) months from date issue of Notification of award of Work / LOI / work order. Any requests for extension of time may be initiated two weeks before the scheduled completion date citing the reasons for delay. The total time period as specified above for the completion of the job is to be strictly maintained and is the essence of the order.
- 2) BRBNMPL does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- 3) If the Bidders shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to concerned authority in writing in order that such doubts may be clarified authoritatively in writing before tendering.
- 4) **Sufficiency of Schedule of Quantities:** The Bidders shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- 5) **Quality assurance:** All products in the system shall meet the key performance properties listed against each and shall be sourced from a manufacturer with a certified QA system such as, ISO 9001 or an established and proven QA system that has ensured consistent products.

- 6) **Approved sources:** All products in the specified system shall be sourced from a single manufacturer, from amongst the list of approved products and sources. The contractor should at his own cost arrange the manufacturer whose products are being used by him for this site to make regular stage wise site visits to ascertain the quality and execution of the work and the manufacturer has to certify that the work being carried out as per the manufacturer's specification and satisfaction without any additional cost. It is the responsibility of the vendor to co-ordinate with the manufacturer and arrange for the visit of the representative.
- 7) **Installation:**
- All the products/systems specified in this document shall be installed by a Specialist Applicator approved by the manufacturer strictly in accordance to the written application guide by the manufacturer.
  - The Specialist applicator should have Minimum 5 years' experience in the field of waterproofing.
  - The chemicals used in the waterproofing have different area of coverage per unit. The application and usage of the chemicals should be strictly done as per the specification of the manufacturer. The Successful bidder should maintain a date wise log sheet with details of the quantity of chemical used against the area covered for checking purpose.
  - Materials shall be properly formulated for their intended use and shall be specified within their movement and fatigue capability, taking account of construction tolerances.
  - Materials shall be physically and chemically stable at handover and not liable to subsequent release of toxic agents.
  - All site-mixed materials shall have adequate pot-life to allow proper installation by the operators, taking into account the size of container and the conditions under which the operators are working.
  - The products intended for use in the building envelope waterproofing system must be applied within the manufacturer's guidelines for temperature, humidity and other atmospheric conditions. They must be sequenced so as to take into consideration substrate preparation, proper cure time and inter coat adhesion.
  - Wind barriers may be used if wind conditions could affect the quality of the foam or protective coating installation
- 8) The specification covers the general requirements and the specific technical requirements for the works, which are not covered by any of the other component specifications, but are required to be carried out for the satisfactory completion of the work. This specification and the other component technical specifications are mutually dependent and essential for correct interpretation of the contract. It shall be noted that all Codes of Practice and Standards shall be those of latest issue. It shall be very clearly understood that the specifications are brief and do not cover minute details. However, all works shall have to be carried out in accordance with the relevant standards and codes of practices or in their absence in accordance with the best accepted current engineering practices/manufacturers instruction or as directed by BRBNMPL from time to time. Items for which separate specifications have not been indicated shall be carried out in consultation with and as directed/approved by BRBNMPL. The decision of BRBNMPL as regards the specification to be adopted and their interpretation and the mode of execution of work shall be final and binding on successful bidder and no claim whatsoever shall be entertained on this account
- 9) **Guarantee for Work:**
- The bidder shall be fully responsible for and shall guarantee proper performance of the entire waterproofing system for a period of 10 (Ten) years from the final completion of works. In addition, after completion of work, a specific 10 years written guarantee (to be furnished in a non-judicial stamp paper of value not less than Rs.100/-) in approved proforma shall be submitted for materials, workmanship and satisfactory functioning of the waterproofing system, and shall not in any way limit any other rights that BRBNMPL may have under the contract. Guarantee for water proofing shall comprise of all the items described above in particular specification.
- While the bidder is primarily and wholly should guarantee for a period of 10 years after completion and acceptance of work covering all materials used, workmanship and satisfactory performance of the roof work, he shall also provide a guarantee for

10 years to BRBNMPL from the manufacturer/s of the materials used. In essence, the Successful bidder/s and manufacturer/s shall be responsible for waterproofing until the expiry of the above guarantee period.

Ten years guarantee in prescribed proforma attached (Annexure L) shall be given by the Successful bidder for the water proofing treatment. 10% (ten percent) of the cost of these items of work under this sub head shall be retained as guarantee to watch the performance of the work executed. However, half of this amount (withheld) would be released after five years from the date of completion of the work, if the performance of the works is satisfactory. The remaining withheld amount shall be released as mentioned under SD / Performance Bond, if the performance of the waterproofing work is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the Successful bidder within seven days of issuing of notice by BRBNMPL and, if not attended to, the same shall be got done through other agency at the risk and cost of the Successful bidder and recovery shall be effected from the amount retained towards guarantee.

In any case, the bidder and the specialist agency, during the guarantee period, shall inspect and examine the treatment once in every year and make good any defect observed and confirm the same in writing. The security deposit can be released in full, if bank guarantee of equivalent amount, valid for the duration of guarantee period, is produced and deposited with BRBNMPL.

10) Submittals:

- a. Manufacturers to provide published data sheets or letters of certification that their product comply with the material specified.
- b. Manufacturers application or installation instructions
- c. Safety and handling instructions for storage, handling and use of the materials to include MSDS (Materials safety data sheets)
- d. Field Quality Control Procedures to be utilized by the Successful bidder and applicator to ensure proper preparation and installation, detail work and follow up

11) Supervision of work

- a. The Successful Bidder is bound to deploy sufficient number of experienced engineers and supervisors (Technical & General) for the execution of the work.
- b. Sufficient numbers of qualified and experienced graduate civil engineers/ or civil Diploma holder in the relevant field of work awarded shall be made available at site from commencement till completion of the job and settlement of final bill.

12) IS Code numbers wherever mentioned in the tender shall be the latest version of IS codes as on the date of opening of tenders.

13) The security deposit of the successful BIDDER will be forfeited if he fails to comply with any of the conditions of the Contract.

14) Space for Storage of Construction Materials:

- a. Successful Bidder shall arrange for stacking of construction material. The construction material requirement shall be planned in advance so as to meet the schedule. These materials shall be brought to the site by the Successful bidder as and when required at his own cost.
- b. Successful Bidder shall plan meticulously, all his construction activities to meet the stipulated Time Period. If any additional equipment, tools and tackles are required for the construction, they shall immediately arrange for the same.
- c. Arranging all the construction equipment, tools and tackles shall be deemed to have been included in the Offer. No extra cost shall be paid on account of deployment of any number of tools and tackles required for the project.

15) Access to works: The Company officials and their respective representative shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Successful bidder shall give every facility to the concerned authority and their representatives necessary for inspections and examination and test of the materials and workmanship. Only Persons authorized by the company except the representatives of public authorities shall be allowed on the works at any time.

16) Inspection of Works: Representative of the company shall have power to give notice to the Successful bidder or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the engineer-in-charge is obtained. The work will

from time to time be examined by the engineer-in-charge. But such examination shall not in any way exonerate the Successful bidder from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

- 17) Assignment and subrogation: The whole of the works included in the contract shall be executed by the Successful Bidder and the Successful Bidder shall not subrogate any work or any part/share thereof or any interest therein without informing in writing to the Company. Company reserves the right to reject/disapprove such subrogation if the performance of the Sub-CONTRACTOR is found to be not satisfactory. Notwithstanding the above, Successful Bidder shall take the full and entire responsibility of the Contract and active superintendence of the works during the progress
- 18) Measurement of Works
  - a. The company may from time to time intimate to the Successful Bidder that he requires the works to be measured and the Successful Bidder shall forthwith attend or send a qualified engineer to assist the companies representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
  - b. Should the Successful Bidder not attend or neglect or omit to send such engineer then the measurement taken or a person approved by him shall be taken to be correct measurements of the works.
  - c. The Successful Bidder or his engineer may at the time of measurement take such notes and measurements as he may require.
- 19) Billing of Work: The Successful Bidder will submit running account bills in approved proforma after measurement of works as specified in General Conditions of Contract. The bills can be submitted by the Successful Bidder when the approximate value of works executed reached the ceiling limit of Rs 15 lakhs.
- 20) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by signatures of the BIDDER. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void. No advice of any change in rate or conditions after the opening of the tender will be entertained.

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

**1. Statutory Requirements:**

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

- a. The contractor shall have to observe/ fulfill and comply with all the statutory requirements and obligation as per the provisions of law/Rules i.e. the Factories Act 1948, Karnataka Factories Rule 1969, Employee's Compensation Act 1923, Employers Liability Act 1938, Contract Labour R & A Act 1970 and Central Rules 1971, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Provident Funds & Misc. Provisions and Schemes 1952, and Employee's State Insurance Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Karnataka Industrial(National and Festival) Act 1963, etc., including any enactment made by the Governments or modification thereof or any
- b. The Labourers to be engaged/ deployed should not be below 18 years of age. They should be in sound health.
- c. BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
- d. The Contractor/Agency shall indemnify the Company from any claims/liability due to any breach of the statutory requirements from him/them. The Company as a principle Employer shall enforce the provisions of the Acts.
- e. It shall be sole responsibility of the contractor to ensure safety to all his workers.
- f. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractors should properly maintain all necessary first aid kits in the sub-station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.

- g. BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
  - h. The contractor has to obtain – Workmen Compensation Insurance Policy to his all labourers engaged for the said job and the same has to be submitted before commencement of work. The contractor shall indemnify BRBNMPL against any liability for any accident, death or injury to BRBNMPL's servants or agents or against any loss of or damage to any property belonging to BRBNMPL, its servants or agents which shall arise out of the performance of the services under this agreement and against all costs, claims, demands and damages involved therewith.
  - i. The contractor shall pay and indemnify the BRBNMPL against liability in respect of any fees or charges (including any rates and taxes but not including service tax) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.
  - j. Statutory Deductions: Statutory deductions shall be made at source as per rule
  - k. Penalties: In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management reserves the rights to levy Penalty as mentioned below:
    - i. In case the Tenderer not carried out the work as per the Terms and Conditions of the work order, not complied with the statutory requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the BRBNMPL Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.
    - ii. In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
    - iii. Un-satisfactory performance of the Contract may also lead to black listing of the Tenderer.
2. The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of BRBNMPL and no deviation on any account will be permitted
- BRBNMPL's representative reserves the right to execute any delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.
- Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BRBNMPL shall be final and binding. The contractor shall indemnify to this effect.
- The payment or deduction of such damages shall not relieve contractor from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.
- The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the BRBNMPL whose decision shall be final and binding on the contractor.
- 3. The Contractor should take utmost care to ensure that no damage to the property of BRBNMPL takes place due to any act of workmen while carrying out the work under the contract.
  - 4. Inspection by BRBNMPL  
All materials and workmanship shall be subject to inspection, examination, and test by the BRBNMPL at any and all times during the period of contract. It is responsibility of the contractor to intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the BRBNMPL.
  - 5. Emergency /Minor Works – Contractor shall carry out all works which are minor / emergency in nature with prior approval of BRBNMPL.



6. Superintendence: Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract.
7. Variations
  - a. Additional and modification works shall be subject to the provisions made under this contract Agreement.
  - b. BRBNMPL may have some additional works, modifications etc at site related to the Scope of Services to be carried out. BRBNMPL has the right to make use of Manpower, materials, Equipment, Tools & Tackles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to BRBNMPL. However, the cost of materials required for such works shall be paid as per the provision under this contract.
  - c. BRBNMPL has the right to waive the charges of damages due to routine program performance shortfalls observed of Contractor by BRBNMPL during that period for using its Manpower, materials, Equipment, Tools and Vehicles for carrying out the additional works.
8. Conflict of Interest:
  - a. Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
  - b. Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to BRBNMPL's detriment.
  - c. The Contractor must ensure that at no point of time should any system be rendered non-functional.
  - d. Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the BRBNMPL.
  - e. Details of the service infrastructure in terms of the service staff strength and their qualifications, details of warehousing facilities for spares and the value of spares stocked shall be submitted.
9. Sub-Contracting:

The contractor shall not sub -contract the work to any sub- contractor without the prior approval of BRBNMPL. In case the contractor is found engaging sub-contractor without prior approval, BRBNMPL reserve the right to terminate the contract and security deposit shall be forfeited
10. Disputes Arbitration: If any dispute arises after the issue of LOI /Work order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Bengaluru. Further, disputes if any that may arise at any point of time shall be subject to Bengaluru jurisdiction only. However the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.
11. Force Majeure Clause: BRBNMPL shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination. Further in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Work order, the company by giving a notice of reasonable time to supplier, can terminate the Work order without prejudice to the rights of the parties accrued to the date of termination.

**भाग / Section VI – आवश्यकताओं की सूची / List of Requirements**

**नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज**  
**Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru**

**निविदा सं. 012/CO/LT/2020-21 दिनांक March 08, 2021**  
**TENDER No: 012/CO/LT/2020-21 dated March 08, 2021**

| Sl. No. | Brief Description of Goods / Services  | Quantity (Unit) | Quantity   | Amount of Earnest Money  |
|---------|--|-----------------|------------|--|
| 01      | Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru .<br><br>As per Scope of work mentioned at List of Requirement – Section-VI | As per BOQ      | As per BOQ | Nil<br>Note: bidder is required to submit declaration for bid security as per proforma at Annexure-K |

1. Pre-Bid Visit: The BIDDER must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all scope of work, volume of work, local conditions, means of access to the work, nature of the work and all matters appertaining thereof.
2. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed may be rejected.
3. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
4. Time Schedule: The work should be completed as per as per bill of quantities and scope of work within Six (06) months from date issue of work order. Any requests for extension of time may be initiated two weeks before the scheduled completion date citing the reasons for delay. The total time period as specified above for the completion of the job is to be strictly maintained and is the essence of the order.
5. Supervision: The Contractor or his supervisor should be present at the work spot and supervise in all working days. The Contractor should take and observe all the required formalities like deployment of his labourers, maintaining of attendance as directed by the authorized persons of BRBNMPL. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor and shall confirm to all the labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
6. Compensation for Damages: The contractor shall be responsible for the all other damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify BRBNMPL in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. BRBNMPL shall be entitled to deduct the amount of any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the contractor, without prejudice to the BRBNMPL's other rights in respect thereof.
7. Non – Compliance Of Site Instruction: If the contractor after receipt of written notice from BRBNMPL requiring compliance within 7 days fails to comply with such instructions, BRBNMPL may employ and pay other contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the contractor by BRBNMPL as a debt or may be deducted from any payment due to the contractor.

8. Co – ordinations with Other Agencies: BRBNMPL reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with BRBNMPL.
9. Contractor's Responsibility: The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If that contractor finds any discrepancy in the schedule of quantities and specifications, he shall immediately and in writing refer the same to BRBNMPL who shall decide which is to be followed.
10. Alteration in quantity or work, specification & design/addition of work / deletion of work: The BRBNMPL shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in its opinion be desirable, it shall have power to order the contractor to do any or all of the following:
  - a. Increase or decrease the quantity of any work included in the contract.
  - b. Delete any such work.
  - c. Change the character or quantity or kind of any such work.
  - d. Change the plant names, levels, liners, positions and dimensions of any part of the work.
  - e. Execute additional work of any kind necessary for the completion of the works and Change in any specified sequence, method of timing of the work.
  - f. The contractor shall be bound to carry out the work in accordance with any instructions in these connections which may be given to him in writing signed by the BRBNMPL and shall not on any way vitiate or invalidate the contract.
  - g. Quoted rates shall be firm and binding and inclusive of all taxes & charges.
  - h. Statutory deduction of taxes shall be made at the source.
  - i. Successful Bidder has to arrange all the required materials, labors, transportation etc., at his own cost.
  - j. The Successful Bidder has to strictly follow the safety norms during his work & also take care for BRBNMPL property.
  - k. The Successful Bidder should understand the scope of work before quoting and inspect the site accordingly.

Note:

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

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

**PREAMBLE:**

Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) is a wholly owned Subsidiary of Reserve Bank of India is engaged in sovereign function of Design and printing of Bank Notes. It has corporate office at Bengaluru and has two printing presses at Mysore, Karnataka and Salboni, West Bengal.

**1. General:**

The Company wishes to go for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru and accordingly invites quotations from eligible, resourceful and efficient contractor/(s) / vendors / agencies who could render their services for the same.

**2. Scope of Work:**

The Scope of works covered includes execution of Works Contract relating to waterproofing work as per enclosed bill of quantities, specification and approved work methodology but shall not be limited to the items included in the bill of quantities which may be supplemented/added/deleted by BRBNMPL. Scope shall include supply of all men, material, plant and machinery etc. as required for construction of above unless otherwise specifically mentioned.

The system installation for achieving a total protection (thermal and water) would be done over-deck of the existing concrete roof. The main components of the system built-up would consist of the following;

- i. Waterproofing Membrane
- ii. U V and weather resistant Top Coat

The waterproofing built-up would be done in a highly technical manner using the approved products and expert workmanship. The system has to be installed over the complete roof top area for effective total protection.

The scope of work is inclusive of the following

- i. Removal of the existing Screed coating (if any) and old waterproofing membrane (Dismantling, Segregation and Disposal)
- ii. Surface Preparation
- iii. Waterproofing Membrane
- iv. U V and weather resistant Top Coat

**3. Brief Description of work:**

**Removal of the existing Screed coating and old waterproofing membrane (Dismantling, Segregation and Disposal)**

Removal of the existing chipped off damaged concrete cover and coving and old waterproofing membrane by manual/mechanical means and clearing the debris and stacking the same with in the premises within a perimeter of 1 Km from worksite for further disposal by the contractor.

**Surface Preparation**

The substrate on which water proofing treatment is to be carried out, should be sound, damaged portion repaired, thoroughly cleaned of any oils, greases, rust, etc. by mechanical means (wire brushing, etc.) to guarantee adhesion. Ensure that the surface is dust free and dry. Repairs of the damaged areas, Isolation of the congested areas, temporary lifting of cable trays service cables and HVAC ducts must be done to enable application. The substrate shall be in good and sound condition to receive the waterproofing system.

**Repair of damaged concrete (RCC Substrate)**

The specified repair product for damaged concrete refurbishment shall comprise of the following system, Zinc rich epoxy Coating to any exposed Steel Reinforcement: Corrosion protection coating for steel reinforcement both new and old (exposed) shall be a two component, zinc rich epoxy based corrosion protection coating.

Pre-packed Single Component, Hand Applied repair mortar: For repairing damaged concrete in smaller thicknesses using cementitious mortar, product shall be a single component, fibre reinforced, non-shrink hand applied thixotropic mortar capable of applying in thickness of 50mm in one layer without sagging.

| <b>Single Component, Fibre reinforced, Dual Shrinkage compensated, hand applied, polymer modified cementitious repair mortar</b> |  |
|--|--|
| Fresh Wet Density  | Around 2250kg/m <sup>3</sup>   |
| w/p ratio  | 0.14 to 0.18   |
| Compressive Strength   | 15Mpa at 1 day<br>25Mpa at 3 days<br>35Mpa at 7 days<br>45Mpa at 28 Days |

The existing substrate should be checked for all voids, pinholes, construction joints, cracks etc and proper corrective measures to be taken up before primer application

- All voids, pinholes and construction joints shall be filled using a non-shrink grout material.
- A proper slope should be provided to allow any standing water to drain.
- Ponding/local depression should not be present in the host substrate.
- The areas repaired using above cementitious systems shall be properly cured.

#### **Coving treatment**

Coving of min (50x50) mm shall be provided at all horizontal and vertical joints and changes of direction to form a cant for the waterproofing membrane to turn up using mortar (Cement: Sand=1:6) admixed with Styrene-Butadiene co-polymer (SBR) latex liquid, @ 10 litres per 50 Kg of cement. The polymer shall be capable of being used as bonding agent and shall have pull-off bond strength not less than 1 MPa.

Waterproofing of coving by a hand applied, and solvent free two-component polyurea based elastomeric waterproofing treatment by pre-stripping at all horizontal to vertical joints & pipe penetrations by maintaining width of 300mm. The coving treatment carried out must be properly cured before thermal spray application.

#### **Plastering**

Plastering on vertical face of the wall using mortar (Cement: Sand=1:6) admixed with Styrene-Butadiene co-polymer (SBR) latex liquid, @ 10 litres per 50 Kg of cement. The polymer shall be capable of being used as bonding agent and shall have pull-off bond strength not less than 1 MPa.

#### **Pre-stripping: Specification**

Application of approved make hand applied/handy machine with plural component, and solvent free two-component polyurea based elastomeric waterproofing treatment by pre-stripping at all horizontal to vertical joints, repair area, coving & pipe penetrations by maintaining width of 300mm. The waterproofing material shall have following properties:

- Dry film thickness: (DFT) 1.5 mm Minimum of polyurea
- application Density: 1.01kg/L to 1.05kg/L
- Tensile Strength(DIN 53504): more than 15N/mm<sup>2</sup>
- Tear Strength (DIN 53515): more than 21N/mm
- Elongation (DIN 53504): more than 300%

#### **Waterproofing Membrane:**

##### **Cleaning and Surface Preparation:**

Prior to application of two component spray applied waterproofing treatment the existing concrete surface must be free from dust and to be carried out thoroughly to leave a sound base for proper adhesion.

##### **Primer Coat: (As per manufacturer's specification/instruction)**

Provide with fast drying high performance polyurea/epoxy primer @ 0.35 kg/Sqm on the surface (as per manufacturers instruction/specification). The primer shall form effective bond on the substrate. Application of the product should be in line with the manufacturer specification.

##### **Sand Broadcasting:**

Providing dried, graded silica sand on to applied Primer Coat, evenly spread over the entire primed surface by hand or mechanically at the rate of 0.6 to 1 Kg/Sqm. When sufficiently cured the surface is vacuumed to remove any loose sand.

##### **Waterproofing layer:**

The waterproofing base coat shall be a spray applied fast curing, heat resistant two component of 1.5 mm DFT polyurea seamless waterproofing membrane. The

waterproofing membrane shall have high elasticity and mechanical properties. It has properties as listed below.

| Property   | Confirming to                                | Requirement                                      |
|--|--|--|
| Solid Content  | DIN 53213                                    | 100%   |
| Mixing Ratio   | A:B  | As Per Manufactures Specification                |
| Density at 23 degree Centigrade                          | Component A<br>Component B                   | 1.04 g/cm <sup>3</sup><br>1.10 g/cm <sup>3</sup> |
| Tensile Strength   | DIN 53504                                    | More than 8Mpa                                   |
| Elongation at break                                      | DIN 53504                                    | Minimum 300%                                     |
| Tear Strength  | Din 53515                                    | More than 16 N/mm                                |
| Dynamic Crack Bridging (1000 cycles, heat ageing at 700C | ZTV-SIB 90                                   | 28 days – no change                              |
| Water Tightness  | DIN 1048                                     | 10 bar (100m) back pressure                      |
| Resistance to water Pressure                             | MOAT No 27                                   | No leaks   |
| Root penetration resistance                              | DIN 4062                                     | Passed   |
| Abrasion Resistance                                      | (1kg,CS10 wheels ASTM D4060 OR 1kg H22 wheel | As per manufacturers specification               |
| Shore D  | ASTM D2240                                   | Not less than 46                                 |

#### U V and weather resistant Top Coat (Exposed Surface)

The final stage of the system demands the use of a surface coating for protection against harsh UV radiations. The coatings should be excellent UV and weather resistance, highly elastic and available in range of colors. They should possess anti-slip, smooth, matt and other decorative finishes depending on the utility.

The top coat shall be a pigmented, single component, moisture curing, UV and weather resistant, protective top sealer. It is based on high quality aliphatic polyurea pre-polymers having the following technical parameters.

| Properties          | Test Method                 | Results                                     |
|---------------------|-----------------------------|---|
| Density             |                             | 1.2 g/cm <sup>3</sup> -1.5g/cm <sup>3</sup> |
| Solid Content       | By Volume                   | > 58 %                                      |
| Viscosity           | 4mm DIN Cup                 | 75 Sec                                      |
| Colour              |                             | Available in Range of Colors                |
| UV Stability        | ASTM G 154:06               | Stable                                      |
| Abrasion Resistance | (1kg,CS10 wheels ASTM D4060 | 0.4mg/1000 cycles                           |

#### Protection Coating for Vertical Wall Surface Preparation

Ensure the surface is profile free, no ridges or troughs, etc. The substrates shall be free of laitance, loose or friable materials, debris and all contaminants by mechanical means preferably by grinder and with hand held diamond grinders for edge work to achieve fairly uniform finish. Covering blowholes, especially on vertical surfaces, and carry out any necessary repairs in good time prior to priming. The cracks and blowholes covering should be carried out using Dual shrinkage compensated; trowel able fibre reinforced thixotropic repair mortar (patch repair cementitious mortar) depending on the substrate.

#### Primer Application

Water based elastomeric acrylic Primer before applying protective coating to be used on concrete for sealing the surface pores and improving adhesion for subsequent application of acrylic coating shall be a single component acrylic resin based primer.

| Single Component, Acrylic primer for concrete |               |
|---|---------------|
| Density                                       | 1.05±0.05kg/L |

|                        |                             |
|------------------------|-----------------------------|
| Volume Solid (%)       | 14%                         |
| Adhesive bond strength | > average 1Mpa or Substrate |

**Protective coating:**

For Concrete protection above water/ground atmospheric zone against carbonation and ingress of water borne chlorides, product to be used shall be a crack bridging, elastomeric, water based acrylic protective coating for concrete.

| <b>Single Component, Elastomeric, water based acrylic Protective Coating for Concrete above ground level</b> |   |
|--|---|
| Density  | 1.2±0.1gm/cc                            |
| DFT of cured film  | 300µ                                    |
| Volume Solids (%)  | More than 40%                           |
| Percentage elongation  | >100%                                   |
| Adhesive Bond Strength   | 0.75 To 1Mpa<br>or Substrate<br>Failure |
| Water Vapour transmission  | >70gm/sqm/24hr                          |

**Approved products**

The following products from their respective manufacturer for each type of product meet the specified key are approved for use in this job.

Bidders to be asked to write their product name and forward it back to us along with technical data sheet of each product

| Sl. No. | Type of product   | Manufacturer                                      |
|---------|---|---|
| 1.      | Primer for concrete substrate   | BASF, Pidilite, Fosroc, MAPEI, CIPY Or EQUIVALENT |
| 2.      | Sand Broad Cast for Mechanical Key  |   |
| 3.      | Two component Spray applied Polyurea Waterproofing Membrane system  |   |
| 4.      | UV Stable P.U. Top Coat for Exposed area  |   |
| 5.      | Tape for sealing system for irregular and unconventional joints   |   |
| 6.      | High strength epoxy bedding   |   |
| 7.      | Flexible P.U joint sealant  |   |
| 8.      | Epoxy zinc rich primer  |   |
| 9.      | Single Component, pre-packed, Fibre reinforced, Dual Shrinkage compensated, hand applied, polymer modified cementitious repair mortar |   |
| 10.     | Single Component, acrylic resin based primer for concrete   |   |
| 11.     | Single Component, elastomeric, protective and waterproofing coating for concrete  |   |
| 12.     | SBR Latex for waterproofing solutions   |   |

- a. **Quality assurance:** All products in the system shall meet the key performance properties listed against each and shall be sourced from a manufacturer with a certified QA system such as, ISO 9001 or an established and proven QA system that has ensured consistent products.
- b. **Approved sources:** All products in the specified system shall be sourced from a single manufacturer, from amongst the list of approved products and sources.  
The contractor should at his own cost arrange the manufacturer whose products are being used by him for this site to make regular stage wise site visits to ascertain the quality and execution of the work and the manufacturer has to certify that the work being carried out as per the manufacturer's specification and satisfaction without any additional cost. It is the responsibility of the vendor to co-ordinate with the manufacturer and arrange for the visit of the representative.

**c. Installation:**

- i. All the products/systems specified in this document shall be installed by a Specialist Applicator approved by the manufacturer strictly in accordance to the written application guide by the manufacturer.
  - ii. The Specialist applicator should have Minimum 5 years' experience in the field of waterproofing and should be ISO certified. The bidder should have carried out similar application of approximately 600 sqm in in any one year during last five years
  - iii. The chemicals used in the waterproofing have different area of coverage per unit. The application and usage of the chemicals should be strictly done as per the specification of the manufacturer. The Successful Bidder should maintain a date wise log sheet with details of the quantity of chemical used against the area covered for checking purpose.
  - iv. Materials shall be properly formulated for their intended use and shall be specified within their movement and fatigue capability, taking account of construction tolerances.
  - v. Materials shall be physically and chemically stable at handover and not liable to subsequent release of toxic agents.
  - vi. All site-mixed materials shall have adequate pot-life to allow proper installation by the operators, taking into account the size of container and the conditions under which the operators are working.
  - vii. The products intended for use in the building envelope waterproofing system must be applied within the manufacturer's guidelines for temperature, humidity and other atmospheric conditions. They must be sequenced so as to take into consideration substrate preparation, proper cure time and inter coat adhesion.
  - viii. Wind barriers may be used if wind conditions could affect the quality of the foam or protective coating installation.
- d. **Submittals**
- i. Manufacturers to provide published data sheets or letters of certification that their product comply with the material specified.
  - ii. Manufacturers application or installation instructions
  - iii. Safety and handling instructions for storage, handling and use of the materials to include MSDS (Materials safety data sheets)
  - iv. Field Quality Control Procedures to be utilized by the Successful Bidder and applicator to ensure proper preparation and installation, detail work and follow up inspection.
- e. **Supervision of work**
- i. The Successful Bidder is bound to deploy sufficient number of experienced engineers and supervisors (Technical & General) for the execution of the work.
  - ii. Sufficient numbers of qualified and experienced graduate civil engineers/ or civil Diploma holder in the relevant field of work awarded shall be made available at site from commencement till completion of the job and settlement of final bill.
- f. In-situ Testing: Ponding test for checking the quality of work i.e water ingress from the system shall be carried out after due protection and as per standard practice.
- g. External Material testing Agency: The materials shall be subjected to testing and confirmation of specification from any external testing agency as found suitable by BRBNMPL during the execution of the contract. The bidders shall supply the materials in sufficient quantity free of cost to BRBNMPL for conducting such independent tests as deemed suitable.



**भाग /Section VIII: गुणता नियंत्रण आवश्यकताएँ /निविदाकर्ता द्वारा घोषणा/ Quality Control  
Requirements/Declaration by the tenderer**

**नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़  
Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL,  
Bengaluru**

**निविदा सं. 012/CO/LT/2020-21दिनांक March 08, 2021  
TENDER No: 012/CO/LT/2020-21dated March 08, 2021**

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

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
2. I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BRBNMPL Officers in charge.

**भाग / Section IX: योग्यता / अर्हता के मापदंड / Qualification / Eligibility Criteria**

**Part-I: Technical Bid Criteria**

1. The bidders (Manufacturer cum Applicator or Applicator with manufacturer authorization form) should be registered entities in India.
2. Experience of having successfully completed similar works i.e., Spray Applied Waterproofing, Repair and Restoration work involving roof top repair works during last 7 years ending last day of month previous to the one in which applications are invited.
3. The bidders intending to execute this tendered job must confirm in writing to source Waterproofing material from single manufacturer to ensure compatibility amongst them.
4. The bidders for this tender must provide documentary proof that their suppliers/manufacturers of construction chemicals is a well reputed and stable organization in India that meets the following minimum criteria:
  - a. They must have at least 10 years history of construction chemical production for waterproofing and repair and restoration works.
  - b. They must have been engaged in construction chemicals production, waterproofing, repair and restoration for at least the past 3 years under the same legal entity (and not through an acquired entity).
  - c. They must have their own operational infrastructure in India such as, several production and logistics facilities that demonstrate their ability to cater requisite quantities of materials in demanding time schedules without fail

5. Experience & Past Performance:

Minimum Qualification: The contractor should have experience in carrying out similar nature of works. The agency/contractor should have experience in similar nature of works namely Waterproofing using polyurethane or polyurea.

Minimum value of similar works during last 7 years ending last day of the month previous to the one in which tenders are invited as per either of the following:

Three similarly completed works each costing not less than the amount of value of 40% of estimated value **(i.e., ₹ 09.98 lakhs)**

**OR**

Two similarly completed works each costing not less than the amount of value of 50% of estimated value **(i.e., ₹ 12.48 lakhs)**

**OR**

One similarly completed works each costing not less than the amount of value of 80% of estimated value **(i.e., ₹ 19.96 lakhs)**

***Relaxation for MSE's/Start-up for the above will be given only for the turnover. Since the waterproofing work carries a warranty of 10 years, there is no relaxation with respect to experience to for MSE / Start-ups.***

Note: Similar works refers that the contractor should have undertaken Spray Applied Waterproofing, Repair and Restoration work involving roof top repair works, etc. Sub Contracted works will not be considered.

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

6. Financial Standings:

a. Average Annual Turnover:

- i. Proof of Average annual financial turnover of firm during the last 3 years ending 31.03.2020 i.e. (FY 2017-18, 2018-19 & 2019-20 should be 30% (i.e., ₹ 07.49 lakhs) of estimated value or more.
- 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).

b. Financial Loss:

Bidders should not have suffered any financial loss for more than one year during last three years ending 31.03.2020.

- 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. Audited financial statements – P&L, Balance Sheet, etc. shall be submitted for all the 03 years i.e., 2017-18, 2018-19 and 2019-20.

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

Note: For the purpose of financial analysis of Turnover, Net Profit (Profit after Tax) and Net worth: Where financial standing of the bidder company is not strong enough to meet its obligations under the tender and it has taken support from its holding company for participating in the tender, the Holding Company shall give its support by way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. Further, 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 providing such ownership. The amount of Bank Guarantee by Holding Company shall be equal to the amount of Bank Guarantee prescribed in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders. Bidders shall submit the formats of Performance Bank Guarantee issued on behalf of holding company and undertaking to provide financial support which are to be obtained from the Holding/parent Company are enclosed as Annexure - M & Annexure - N.

However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.

7. Statement of Financial Standing:

To be submitted by all bidders (Since, the total Turnover requirement to qualify for bid is less than ₹ 1 Crore) 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 self-certified statement of their turnover, net worth and profit and loss and details to be filled as per “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.

Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover upto ₹ 5 crore, are not required to submit their audited books of accounts applicable from the AY 2020-21 onwards. However, easing of this compliance burden will be available only to those MSMEs which carry out less than 5% of their business transactions in cash which include all receipts and payments done by the MSMEs.

**Hence, MSMEs not fulfilling the above criteria, are required to submit their audited books of accounts if their turnover is more than ₹ 1 crore.**

**Relaxation for MSE's/Start-up for the above will be given as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 along with amendments, if any, notified by Govt. of India.**

8. General:

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

**भाग / Section X: निविदा प्रारूप / Tender Form**

Date: .....

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

Ref: Your Tender Enquiry No: **निविदा सं. 012/CO/LT/2020-21 दिनांक March 08, 2021 / TENDER No: 012/CO/LT/2020-21 dated March 08, 2021 for the work of नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़ / Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru**

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

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

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

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

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

Proforma of Techno-Commercial Bid – Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
For & on behalf of

(Signature with date)  
(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you.  
Yours faithfully,

Seal

Signature with date Name:

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

अनुभाग / Section XI: कीमत अनुसूची / Price Schedule

**नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़ का प्रोफॉर्मा**  
**Proforma of Price Bid – Rooftop Water Proofing at Corporate Office, BRBNMPL,**  
**Bengaluru**  
**(NON-SPLITABLE)**

प्रेषक/ From:

सेवा में / To

महाप्रबंधक / The General Manager,

बीआरबीएनएमपीएल / BRBNMPL,

बेंगलूरु / Bengaluru – 570 003.

प्रिय महोदय / Dear Sir,

**SUB:** Tender Notice for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru

**संदर्भ / REF:** आपकी निविदा इनक्वाइरी सं। / Your Tender Enquiry No: निविदा सं. / **TENDER No:**  
**012/CO/LT/2020-21** दिनांकित / **dated March 08, 2021**

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

**Item wise Price bid:**

| Sl No. | Description of item   | Unit | Qty   | Rate (₹) | Amount (₹) | Brand / Make / Model Offered |
|--------|---|------|-------|----------|------------|------------------------------|
| 1      | Carefully chipping and removal of existing layers of waterproofing system / damaged cement mortar till sound firm host concrete substrate is reached/exposed. Disposal of the removed waterproofing system debris and safe disposal of the same outside the BRBNMPL premises at approved municipal grounds The cleaning, grinding and preparation of the substrate to which the waterproofing is to applied must be carried out thoroughly to leave a sound base for the application. Any laitance present on the surface must be removed mechanically; Release oil and other contaminants which may impair adhesion must be removed prior to the application of the primer.<br>Surface preparation - Concrete surface on which Spray applied waterproofing system to be applied shall be free from sharp projections & undulation, ridges or troughs, etc. The substrates shall be freed of laitance, loose or friable materials, debris and all contaminants by mechanical means preferably using diamond grinders to achieve CSP 3 finish. Repairs of the damaged areas, Isolation of the congested areas, temporary lifting of cables / | sqm  | 1,200 |          |            |                              |

|   |   |     |       |  |  |  |
|---|---|-----|-------|--|--|--|
|   | trays / service cables must be done to enable application of Spray. The substrate shall be in good and sound condition to receive the entire waterproofing system.  |     |       |  |  |  |
| 2 | Repair of damaged Concrete wherever necessary - Providing and repairing the distressed concrete in patches using Single component, dual shrinkage compensated, fibre reinforced, thixotropic cementitious mortar containing Polyacrylonitrile (PAN) based fibres, to achieve a minimum compressive strength of 15 MPa in 1day, 25 MPa at 3 days, 35 MPa in 7days and 45 MPa in 28days when tested as per ASTM C109 and capable of applying 50mm thickness in single layer of approved product finished flush with existing surface inclusive of Manpower, Material and Equipment and necessary form work if required.                   | cum | 2     |  |  |  |
| 3 | Erection of scaffolding - Providing and erecting steel (H-Frame) Double scaffolding at approved places to reach place of work on the external facade of the building including approaches, extensions, working platforms, ladders, lifting tools and tackle, men and materials etc. all complete, inclusive of covering by Hessian cloth or tarpaulins, dismantling and taking away all materials after the completion of proposed work etc. all complete   | sqm | 200   |  |  |  |
| 4 | Coving Treatment - Supply of material and making of Coving of min (50x50) mm at all horizontal, vertical joints and changes of direction using mortar(Cement: Sand=1:6) admixed with admixed with Styrene-Butadiene co-polymer (SBR) latex liquid at 10 litres per 50 Kg of cement. The polymer shall be capable of being used as bonding agent and shall have pull-off bond strength of not less than 1 MPa.   | Rmt | 50    |  |  |  |
| 5 | Plastering - Plastering on using mortar (Cement: Sand=1:6) admixed with approved make Styrene-Butadiene co-polymer (SBR) latex liquid, @ 10 litres per 50 Kg of cement. The polymer shall be capable of being used as bonding agent and shall have pull-off bond strength not less than 1 MPa.  | sqm | 30    |  |  |  |
| 6 | Pre-stripping on repaired surface - Supply and application approved make hand applied, and solvent free two-component polyurea based elastomeric waterproofing treatment by pre-stripping at all horizontal to vertical joints, repair area, coving & pipe penetrations by maintaining width of 300 mm on either side. The waterproofing material shall have following properties:<br>Dry film thickness: (DFT): 1.5mm in case of polyurea<br>Density: 1.01 to 1.05kg/L<br>Tensile Strength(DIN 53504) more than 15N/mm <sup>2</sup><br>Tear Strength (DIN 53515)more than 21N/mm <sup>2</sup><br>Elongation (DIN 53504) more than 300% | sqm | 10    |  |  |  |
| 7 | Waterproofing treatment - Cleaning and Surface Preparation: Prior to application of two   | sqm | 1,200 |  |  |  |

|   |   |     |       |  |  |
|---|---|-----|-------|--|--|
|   | <p>component spray applied waterproofing treatment the host slab must be freed from dust and to be carried out thoroughly to leave a sound base for proper adhesion. Primer Coat: Supply and application of fast drying high performance Polyurea/epoxy primer as per manufacturer's instaurations of approved make at 0.35 kg/Sqm. The primer shall form effective bond on the substrate. Application of the product should be in line with the manufacturer specification. Sand Broadcasting: Supply and application of dried, graded silica sand on to applied Primer Coat, evenly spread over the entire primed surface by hand or mechanically at the rate of 0.6 to 0.8 Kg/Sqm. When sufficiently cured the surface is vacuumed to remove any loose sand. Waterproofing Coat: Supply and application of two-component fast setting solvent free 1.5mm Polyurea based waterproofing membrane of approved make. The membrane should be highly reactive and can be applied by special, two component spray equipment The mixed product should have 100% Solids Content. The waterproofing membrane shall have following technical properties: Density : 0.9-1.0 g/cm<sup>3</sup> Mixing Ratio : Part A: Part B(as per manufacturer's specification) Tensile Strength : &gt; 8 Mpa (ASTM D412) Elongation : &gt; 300% (ASTM D412) Solid Content : 100 % Tear Strength (DIN 53515) : 18 N/mm<sup>2</sup></p> |     |       |  |  |
| 8 | <p>U.V. and Weather Resistant Top Coat - Supply and application of single component, moisture curing, UV and weather resistant, protective top sealer. The product shall be based on high quality aliphatic polyurea pre-polymers. Application to be done at all the exposed area of the underlying polyurea waterproofing membrane @0.3- 0.5 Kg/Sqm using a brush or roller and as per manufacturer's specification.</p>   | sqm | 1,200 |  |  |
| 9 | <p>Waterproofing on inaccessible areas - Cleaning and Surface Preparation: Prior to application of two-component hand applied, solvent free, Polyurea based elastomeric coating of approved the host slab must be freed from dust and to be carried out thoroughly to leave a sound base for proper adhesion Primer Coat: Supply and application of fast drying high performance Polyurea/epoxy primer as per manufacturer's instaurations of approved make at 0.35 kg/Sqm. The primer shall form effective bond on the substrate. Application of the product should be in line with the manufacturer specification. Sand Broadcasting: Supply and application of dried, graded silica sand on to applied Primer Coat, evenly spread over the entire primed surface by hand or mechanically at the rate of 0.6 to 0.8 Kg/Sqm. When sufficiently cured the surface is vacuumed to remove any loose sand. Waterproofing Coat: Supply and application of</p>   | sqm | 50    |  |  |

|                        |   |     |    |  |  |  |
|------------------------|---|-----|----|--|--|--|
|                        | two-component hand applied, solvent free, 1.5mm Polyurea based elastomeric coating of approved make. The waterproofing membrane shall have following technical properties: The waterproofing membrane shall have following technical properties:<br>Density : approximate 1.05kg/L<br>Mixing Ratio : Part A: Part B(as per manufacturer's specification)<br>Tensile Strength(DIN 53504) 15N/mm2<br>Tear Strength (DIN 53515) 21N/mm2<br>Elongation (DIN 53504) 700%   |     |    |  |  |  |
| 10                     | Protection Coating for Vertical Wall - Supply and application of the protective coating system for concrete and masonry of approved make, single component, high build, elastomeric, crack-bridging, acrylic coating applied at an average thickness of 300 microns DFT in two coats. The product shall be applied on suitably primed substrate either using priming compound of approved make using dilution ratio as per manufacturer's specification. The product must be crack-bridging high elongation type with elongation at break exceeding 100% and tensile strength exceeding 2.5 MPa. The system shall exhibit excellent bond strength with the substrate exceeding 1.5 MPa, when tested as per ASTM D 4541. | sqm | 25 |  |  |  |
|                        | Total   |     |    |  |  |  |
|                        | GST @ ____%   |     |    |  |  |  |
|                        | Grand Total   |     |    |  |  |  |
| Grand Total in Words - |   |     |    |  |  |  |

**NOTE:**

1. The rates quoted are with all awareness of the site conditions and after going through the tender documents in details.
2. We confirm that the quoted price is inclusive of all statutory levies, GST, duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at your Office Premises and is firm.
3. We confirm that there would not be any price escalation during the tenure of contract.
4. We confirm that we will abide by all the tender terms & conditions of tender, scope of work and we do not have any counter conditions.
5. We confirm that tendered item will be supplied as per specifications.
6. The tender will be decided on the overall lowest L1 basis and after considering purchase preference policy for MSE's as mentioned at Section-III of this tender and then Contract will be awarded accordingly.

Thanking you,

Yours faithfully,

Seal

(.....)

Name & Signature with date

Firm:



**भाग / Section XII: प्रश्नावली / जांच सूची / Questionnaire / Checklist**

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

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

| Sl No | Item Description  | Yes/ No | Deviation /Remarks |
|-------|---|---------|--------------------|
| 01    | Brief description of goods and services offered as per tender and scope of work   |         |                    |
| 02    | 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 120 days (additional 30 days if required) after opening of tender   |         |                    |
| 05    | A copy of Permanent Income Tax A/ C No (PAN) card attached (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)  |         |                    |
| 06    | A copy of GST Registration Certificate attached   |         |                    |
| 07    | Status:<br>1. 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.<br>2. Are you currently registered under the Indian Companies Act, 2013 or any other similar Act?<br>Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative. |         |                    |
| 08    | Please indicate name & full address of your Banker(s)   |         |                    |
| 09    | Please state whether business dealings with you currently stand suspended/ banned by BRBNMPL/any Ministry / Dept. of Government of India or by any State Govt.  |         |                    |

.....

(Signature with date)

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

For and on behalf of

.....

(Name, address and stamp of the tendering firm)

**भाग / Section XIV: निर्माता का प्राधिकृति फॉर्म / Manufacturer's Authorization Form**

सेवा में / To

महाप्रबंधक / The General Manager,

बीआरबीएनएमपीएल / BRBNMPL,

बैंगलूरु / Bengaluru – 570 003.

प्रिय महोदय / Dear Sir,

संदर्भ / **REF:** आपकी निविदा इनक्वाइरी सं। / Your Tender Enquiry No: निविदा सं. / **TENDER No:**  
**012/CO/LT/2020-21** दिनांकित / **dated March 08, 2021**

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

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

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

Yours faithfully,

.....  
.....

[signature with date, name and designation]

for and on behalf of Messrs

(name & address of the manufacturers)

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

भाग /SECTION XV: निष्पादन सुरक्षा के लिए बैंक गारंटी फॉर्म / SECTION XV: Bank Guarantee  
Form for Performance Security

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

Date: -----

Performance Guarantee No.

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

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

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

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

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

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

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

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

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

**भाग /Section XVI: संविदा फॉर्म/ Contract Form**

(Address of BRBNMPL's office issuing the contract)

Contract No ..... dated.....

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

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

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

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

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

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

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

.....

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

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

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

**भाग /Section XVII: बोली खोलने के लिए उपस्थित होने का प्राधिकृति पत्र / Letter of Authority for attending a Bid Opening**

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Signature and Stamp of  
Bidder

Date: / /2021

**भाग / Section XIX: भुगतान के लिए प्रोफॉर्मा / Proforma of Bills for Payment**

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

**Name and Address of the Firm:**

Bill No:                      Dated :.....

To:  
The General Manager  
Corporate Office,  
B.R.B.N.M.P.L.,  
Bengaluru 560029

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

**Sub: Submission of Bill for payment**

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

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

Signature and Stamp of Contractor

**संलग्नक / Annexure – 'A': वित्तीय टर्नओवर प्रमाणपत्र का प्रोफॉर्मा / Proforma of Financial Turnover Certificate**

**Certificate**

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

**To whom so ever concern**

Dear Sir,

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

This is to certify that M/s. \_\_\_\_\_  
\_\_\_\_\_ (Agency Name & Address) are  
in the business of contracts execution for last 03 completed years (considered up to  
31<sup>st</sup> March 2020 of last financial year). Their performance report as required under  
tender conditions for the last 3 years is as follows.

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

The above information is based on the audited accounts

Place:

Date:

Seal:

Signature of the CA with Membership No.

**NATIONAL ELECTRONIC FUND TRANSFER (NEFT) Mandate Form**

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

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

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

(.....)

Signature of the Investor / Customer  
Date:

Certified that the particulars furnished above are correct as per our records.  
Bank's Stamp  
Date:

(.....)

Signature of the authorized official of the Bank



सावधि जमा के नकदिकरण को प्राधिकृत करना / AUTHORIZATION FOR ENCASHMENT OF  
FIXED DEPOSIT

To,  
The Branch Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit.

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

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

Yours faithfully

**(Authorized Signature  
with Stamp)**

Name:  
Designation:  
Contact No.:

Date:  
Place:

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

**To Whomsoever It May Concern**

This is to confirm that we M/s. \_\_\_\_\_  
\_\_\_\_\_ shall fulfil the Security Deposit formalities as per NIT on  
becoming L1.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

**UNDERTAKING**

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

**1) CONFIDENTIALITY STATEMENT**

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

**2) BLACKLISTING / DEBARMENT**

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

**3) ACCOUNTABILITY STATEMENT**

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

Yours faithfully,

Authroised Signatory

Name  
Signature of Bidder

Seal

## **Annexure-F**

### **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 <b>is sufficient local capacity and competition</b>    | OTE/NCB     | Any value    | 'Class-I local supplier'  | Relaxation (as per para 10 (a) and (b) of order)   |
| 2   | There <b>isn't sufficient local capacity and competition</b> | OTE/NCB     | < ₹200 crore | 'Class-I local supplier'<br>'Class-II local supplier'                         | Relaxation (as per para 10 (a) and (b) of order)   |
|     |  | GTE/ICB     | Any value*   | 'Class-I local supplier'<br>'Class-II local supplier'<br>'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. Besides above, the bidders have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.*

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

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

**CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

1. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
  - District Industries Centers (DIC)
  - Khadi and Village Industries Commission (KVIC)
  - Khadi and Village Industries Board
  - Coir Board
  - National Small Industries Corporation (NSIC)
  - Directorate of Handicraft and Handloom
  - Any other body specified by Ministry of MSME (MoMSME)
  - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarised copy of the DIC certificate.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
5. **Manufacturer for tendered items / Service provider of tendered services:** The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
6. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
7. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
8. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises.
9. Items which are reserved for exclusive purchase from MSEs 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-H**

**CONDITIONS FOR START-UP COMPANIES**

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



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

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

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

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

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

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

**b. Divisible item**

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

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

**Note:**

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

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

(To be in the Company letter head)

Date :.....

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

(To be filled in the Company letter head)

Date: .....

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

| Sl No | Particulars  | Details |
|-------|--|---------|
|       | I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy. |         |

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

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

**B. Categorization of Start-up Companies**

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

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

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

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

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

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

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

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

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

**BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT**

To,  
The General Manager  
BRBNMPL,  
Bengaluru

Sub: Submission of Bid Security Declaration in Lieu of Earnest Money Deposit against  
Tender

no. ....for .....  
.....

Dear Sir,

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

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Authorized Signatories Seal

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

**PERFORMANCE GUARANTEE FOR WATERPROOFING WORKS**  
**(on ₹ 100.00 Stamp Paper)**

The General Manager  
 Bharatiya Reserve Bank Note Mudran Private Limited  
 No 3 & 4 , 1<sup>st</sup> Stage , 1<sup>st</sup> Phase, B T M layout  
 Bannerghatta Road, Bengaluru -560029

**Name Of work: Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru**  
**Ref: TENDER No: 012/CO/LT/2020-21 dated March 08, 2021**

1. We Hereby guarantee that the treatment given to Corporate Office Building of BRBNMPL, Bengaluru under work order No ..... shall remain water proof and free of any defect and leakages for a period of 10 years from the date of completion of the work as certified by BRBNMPL. Details of the contract is as under:

|   |  |
|---|--|
| Name of the Customer (Purchaser)                        | Bharatiya Reserve Bank Note Mudran Private Limited |
| Name of Project Site                                    |  |
| Contractor  |  |
| Work order No   |  |
| Awarded Amount  |  |
| Start Date  |  |
| Completion Date   |  |
| 10 % Security Amount                                    |  |
| Guarantee Valid Till (10 Years from date of completion) |  |

2. If any defect(s) are noticed in the water proofing work treatment in the above case due to bad workmanship or due to deviation from specification, we will rectify the same free of cost of BRBNMPL at any time during the above guarantee period.
3. The question of whether the work is defective as aforesaid shall be decided by BRBNMPL, and the decision of BRBNMPL shall be final conclusive and binding of the Successful Bidder. The defect will be rectified that :
- The work is not subject to any undue pressure and tension due to abnormal conditions such as, earthquake or bombardment or natural catastrophe etc.
  - On account of the waterproofing being tampered with or punched under any circumstances.
  - The RCC base on which waterproofing works etc is done remain safe and does not develop any crack or gives way or sinks during the guarantee period.
4. In case we are unable/decline or neglect to remedy the defect noticed during the 10 years of guarantee period as stated above, BRBNMPL will rectify these through any other competent contractor and recover (including interest) from us all expenses for doing the job.
5. All disputes arising out of or in any way connected with these be decided to have arisen in Kolkata and only the courts in Kolkata shall have jurisdiction to determine the same.
6. Several parts of this contract have been read and fully understood by us.
7. 10% of the amount of awarded value shall be retained from the contractor bill. The performance security shall be released in the following manner:
- 50% of value of performance security shall be released after successful completion (including defects rectification) of five years after the date of completion of entire work,
  - Remaining 25% of value of performance security shall be released after successful completion (including defects rectification) of eight years after the date of completion of entire work,,
  - Remaining 25% of value of performance security and EMD shall be released after successful completion of ten years of defects rectification noticed during the period including compliance of all contractual obligations.

**Successful Bidder/Applicator**

Signature : \_\_\_\_\_

Name and Designation : \_\_\_\_\_

Contractor : \_\_\_\_\_

Address : \_\_\_\_\_

**Manufacturer:**

Signature : \_\_\_\_\_

Name and Designation : \_\_\_\_\_

Contractor : \_\_\_\_\_

Address : \_\_\_\_\_

**PERFORMANCE BANK GUARANTEE ISSUED ON BEHALF OF HOLDING COMPANY FOR SATISFACTORY PERFORMANCE OF CONTRACT BY ITS SUBSIDIARY COMPANY**

(Name of the Bank and Address of the issuing branch)

Date: \_\_\_\_\_

Name and Address of the Beneficiary:  
Bharatiya Reserve Bank Note Mudran Private Limited,  
Corporate Office, Bengaluru

Name / Number of Tender/Contract: \_\_\_\_\_

Performance Bank Guarantee No. : \_\_\_\_\_

Performance Bank Guarantee Value: \_\_\_\_\_

Performance Bank Guarantee Validity: \_\_\_\_\_

**WHEREAS**, \_\_\_\_\_ ("**Bidder**"), the wholly owned subsidiary of our constituent \_\_\_\_\_ ("**Holding Company**") has submitted its offer in response to your *Notice Inviting Tender* bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for supply of \_\_\_\_\_ and has been selected by you as the 'successful bidder'. Subsequently, you have issued a letter of engagement bearing no. \_\_\_\_\_ dated \_\_\_\_\_ to the Bidder.

**WHEREAS**, we have been informed that it has been stipulated by you in the tender documents that the holding company of the Bidder, shall furnish you with (i) an undertaking to provide 'Financial Support' to the Bidder; and (ii) an unconditional and irrevocable Bank Guarantee ("**Guarantee**") by a Scheduled Commercial Bank recognized by you as security by the Holding Company for compliance by the Bidder of its obligations under the contract to be executed between yourselves and the Bidder for supply of \_\_\_\_\_ ("**Contract**").

**AND WHEREAS**, pursuant to the undertaking bearing reference no. \_\_\_\_\_ dated \_\_\_\_\_ given by the Holding Company, the Holding Company has approached us to provide a Guarantee which we have agreed to, as below:-

**NOW THEREFORE**, we affirm that, we, as the guarantors hereby extend our guarantee and undertake to indemnify you on behalf of the Bidder and the Holding Company, without any demur, cavil or argument up to a sum of \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) upon your first written demand declaring the Bidder to be in default under the Contract.

This unconditional Guarantee shall come into full force and effect on the date of execution of the Contract or the date of issue of work order, whichever is earlier.

This Guarantee shall apply and be supplemental to the Contract as amended, modified or varied by you and the Bidder from time to time. The Holding Company hereby authorizes the Bidder to agree to any such amendment, modification or variation, the due performance and compliance with which the Bidder is guaranteed herein. The Holding Company's obligations and liabilities under this Guarantee shall not be discharged by any allowance of time or other indulgence whatsoever.

We hereby unconditionally and irrevocably undertake to pay you a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only), upon receipt of your written demand, without you having to substantiate or prove your demand. We further agree that such demand shall be final and binding on us notwithstanding any dispute or suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator.

This unconditional and irrevocable Guarantee shall remain in full force and effect until all of the Bidder's duties, obligations (including warranty obligations) and liabilities under the contract have been discharged, of which you will be the sole judge and for a further period of 90 (Ninety) days thereafter or 90 (Ninety) days from the date of earlier termination of the Contract 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)  
\_\_\_\_\_  
(Designation)

Seal and Address of the Bank

**ON THE LETTER HEAD OF THE HOLDING COMPANY**

Ref. :- \_\_\_\_\_

Date: \_\_\_\_\_

To,

Bharatiya Reserve Bank Note Mudran Private Limited,  
Corporate Office, Bengaluru

Dear Sir,

***Undertaking to provide financial support to our wholly owned subsidiary***

We, \_\_\_\_\_ agree to provide financial support to our wholly owned subsidiary, \_\_\_\_\_ ("**Bidder**"), who is participating in the tender floated by you bearing no. \_\_\_\_\_ for the supply of \_\_\_\_\_ ("**Tender**").

We confirm and undertake that our financial standing credentials can be clubbed with that of the Bidder in order to enable it to qualify the financial standing criteria stipulated in the Tender documents. We enclose the necessary documents to enable you to assess and confirm our financial standing.

We further agree and undertake to furnish to you a suitable performance bank guarantee and indemnify you and hold you harmless in the event the Bidder fails to perform its obligations under the Tender.

We, hereby, undertake to make available to the Bidder the required financial resources to enable compliance by the Bidder with the Tender and the contract that may be awarded pursuant to the bid, if successful.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

***Enclosures: -***

- i. Copy(s) of our Certificate of Incorporation and that of the Bidder;*
- ii. Copy(s) of Form MGT-7 (i.e. Annual Return) filed by us and the Bidder for the latest financial year;*
- iii. Copy of our Permanent Account Number Card;*
- iv. Copy(s) of our Consolidated Financial Statement for the last three financial years.*
- v. Copy of shareholders agreement, if any*
- vi. Copy of Memorandum and Articles of Association/ Partnership deed of bidding entity.*

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

नैगमिक कार्यालय, बीआरबीएनएमपीएल, बेंगलूरु में रूफटॉप वॉटर प्रूफिंग के लिए निविदा दस्तावेज़  
**Tender Document for Rooftop Water Proofing at Corporate Office, BRBNMPL, Bengaluru**

**निविदा सं. 012/CO/LT/2020-21 दिनांक March 08, 2021**  
**TENDER No: 012/CO/LT/2020-21 dated March 08, 2021**

**(to be submitted by the bidders with relevant product details, explanation, work order details, brochure etc)**

| <b><u>Sl No</u></b> | <b><u>Tender requirement</u></b>   | <b><u>Compliance<br/>(Y/N)</u></b> | <b><u>Remarks/Clarification</u></b>                                    |
|---------------------|--|------------------------------------|--|
| 01                  | All products in the specified system shall be sourced from a single manufacturer   |                                    | (Name of the Manufacturer & Authorization certificate to be submitted) |
| 02                  | Specialist Applicator approved by the manufacturer   |                                    | (Letter of certificate from manufacturer to be submitted)              |
| 03                  | Minimum 5 years' experience in the field of waterproofing  |                                    | (Relevant work order to be submitted)                                  |
| 04                  | Guarantee for Work for 10 years  |                                    |  |
| 05                  | Manufacturers to provide published data sheets or letters of certification that their product comply with the material specified.                                |                                    |  |
| 06                  | Manufacturers application or installation instructions   |                                    |  |
| 07                  | Safety and handling instructions for storage, handling and use of the materials to include MSDS (Materials safety data sheets)                                   |                                    |  |
| 08                  | Field Quality Control Procedures to be utilized by the Successful bidder and applicator to ensure proper preparation and installation, detail work and follow up |                                    |  |
| 09                  | Deploy sufficient number of experienced engineers and supervisors (Technical & General)  |                                    |  |



**Technical Specification of Products quoted for Brand / Make / Model**  
***(Please state the relevant parameters offered along with data sheet)***

|    |   |  |  |
|----|---|--|--|
| 01 | All products used are non-toxic emitting products   |  |  |
| 02 | Coverage per unit of material as per manufacturer   |  |  |
| 03 | Repair Mortar<br>a) Fresh Wet density: 2250 Kg/M3<br>b) Water/powder (w/p) ratio: 0.14-0.18<br>c) Compressive strength at 7 days and 28days to be not less than 35/45Mpa  |  |  |
| 04 | SBR Latex<br>a) Mix ratio (10 Liters/50Ks of cement as per manufacturer specification<br>b) Pull off strength: more than 1 Mpa  |  |  |
| 05 | Pre-stripping<br>a) Density: 1.01Kg/L to 1.05Kg/L<br>b) Tensile strength: more than 8 N/mm2<br>c) Tear Strength: 16N/mm<br>d) Elongation: More than 300%  |  |  |
| 06 | Primer Coat<br>As per manufacturer specification  |  |  |
| 07 | Waterproofing Membrane<br>a) System: two component spray applied waterproofing<br>b) Dry Film Thickness: 1.5mm DFT polyurea<br>c) Solid Content: 100%<br>d) Mixing Ratio: as per manufacturer specification<br>e) Tensile Strength: more than 8MPA<br>f) Elongation at break: minimum 300%<br>g) Tear Strength: more than 16 N/mm<br>h) Shore D resistance : not less than 46 |  |  |
| 08 | UV resistant top coat<br>a) Density: 1.2gm/cc<br>b) Dry film thickness: 300 micron<br>c) Solid content: more than 40%<br>d) Percentage elongation: more than 100%   |  |  |
|    |   |  |  |

**Work Experience Details**

(Similar works: Similar works means Spray Applied Waterproofing, Repair and Restoration work involving roof top repair works. etc.)

| Sl No | Tender requirement   | Compliance (please mention the details of the work)                          |
|-------|--|--|
| 01    | Three similarly completed works each costing not less than the amount of value of 40% of estimated value (i.e., Rs 17.80 lakhs) in the last 7 years up to 31.12.2019 | Project Name:<br>Company:<br>Amount:<br>System of waterproofing carried out: |
| 02    | Two similarly completed works each costing not less than the amount of value of 50% of estimated value (i.e., Rs 22.25 lakhs) in the last 7 years up to 31.12.2019   | Project Name:<br>Company:<br>Amount:<br>System of waterproofing carried out: |
| 03    | One similarly completed works each costing not less than the amount of value of 80% of estimated value (i.e., Rs 35.60 lakhs) in the last 7 years up to 31.12.2019   | Project Name:<br>Company:<br>Amount:<br>System of waterproofing carried out: |

\*\*\*\*\*