

LIMITED TENDER

This being Limited Tender, is issued only to the solicited BRBNMPL registered / approved / known vendors. However, any firm fulfilling the eligibility criteria as per Section IX: Qualification/ Eligibility Criteria of Tender Document are welcome to participate in this tender and will be considered for evaluation.

(LIMITED TENDER ONLY FOR REGISTERED/KNOWN VENDORS TO WHOM INFORMATION HAS BEEN SENT)

Standard Bidding Document (SBD)

Procurement of Goods & Services

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru 570003

Phone: 0821-2582905, 2582915, 2582925, FAX: 0821- 2582099

Website: www.brbnmpl.co.in, Email: mysorepress@brbnmpl.co.in

MYS/FF/PUR/F/01/03

Not Transferable

Security Classification: Non-Security

TENDER DOCUMENT FOR APPOINTMENT OF ARCHITECT FOR ANNEX BUILDING OF INK FACTORY BUILDING AND OTHER MISC WORKS FOR INK MANUFACTURING UNIT AT BRBNMPL, MYSURU.

Tender No. 070/MYS/IMU-17/2020-21 dated 07/10/2020

This tender document contains: 65 pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact persons in BRBNMPL regarding this tender:

Name: T.R. Gururaj, Deputy General Manager-PP

Phone: 0821 – 2469066,

Email: trgururaj@brbnmpl.co.in

Note: All Official correspondences related to above tender are to be address to the head of Unit along with tender reference No as follows;

Address:

The General Manager(OSD),

Bharatiya Reserve Bank Note Mudran Private Limited

Note Mudran Nagar, Mysuru

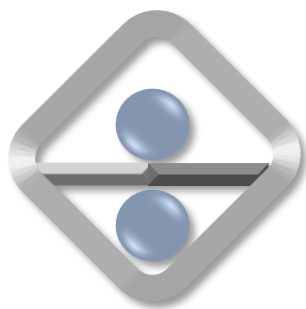
Pin- 570003, Karnataka

Phone No. 0821-2582915/2582925, 2582935, 2582945; Extension: 2003/2024, Fax: 0821-2582099

CONTENTS OF THIS TENDER ENQUIRY

Tender Clause / Section Reference	Tender Clause Description	Remarks
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (GIT)	Enclosed
	Part I: General Instructions Applicable to all Types of Tenders	
	Part II: Additional General Instructions Applicable to Specific Types of Tenders	
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specification	Enclosed
Section VIII	Quality Control Requirements	Enclosed
Section IX	Qualification/Eligibility Criteria	Enclosed
Section X	Tender form	Enclosed
Section XI	Price Schedule (Price Bid)	Enclosed
Section XII	Questionnaire /Checklist	Enclosed
Section XIII	Bank Guarantee Form for EMD	<i>Not Applicable to this tender.</i> EMD shall be submitted in form of DD as mentioned in section-I (Notice Inviting Tender-NIT)
Section XIV	Manufacturer's Authorization Form	<i>Not applicable to this tender</i>
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 cargoes	<i>Not applicable to this tender</i>
	A. In respect of CFR/CIF/Turnkey/FOR Contracts for Import	
	B. In respect of FOB/FAS Contracts for	
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma of Pre-contract Integrity Pact	<i>Not applicable to this tender</i>
Annexure-A	Self –certified statement of Turnover, Net Worth and Profit & Loss	Enclosed
Annexure-B	NEFT Mandate Form	Enclosed
Annexure-C	Confidentiality Statement and Declaration for Not Black Listing	Enclosed
Annexure-D	Authority for signing Tender Document	Enclosed
Annexure-E	Declaration & undertaking by Micro & Small scale Enterprises Companies as per Annexure-	Enclosed

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



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SECTION- I: NOTICE FOR INVITING TENDER (NIT)

Tender No. 070/MYS/IMU-17/2020-21

DATE: 07/10/2020

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

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
1	Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru as per Bill of Quantities and Scope of Work mentioned at section-vi, vii, & xi.	As per B.O.Q	Rs. 20,000/- (MSME/DGS &D/NSIC registered firms are exempted from payment of EMD)	Brief description of Architect's responsibility is to prepare Design, Drawings, Estimate, B.O.Q. & Technical Specification for each & every work entrusted to them within two years from the date of issue of L.O.I./Work Order and Supervision & Bill certification till completion of works and Technical Service till expiry of Defects Liability Period of works undertaken.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System Part I – Techno-commercial Bid Part II – Financial/Price Bid
Date of Sale of tender documents	From 08/10/2020 to 03/11/2020 during office hours
Price of the tender document	Rs 500/-
Closing date & time for receipt of tenders	04/11/2020 at 14:30 hrs.
Place of receipt of tenders	BRBNMPL, Mysore
Time and date of opening of tenders	04/11/2020 at 15:00 hrs.
Place of opening of tender	BRBNMPL, Mysore
Nominated person/Designation to Receive Bulky Tender(Clause 21.21.1 of GIT)	Shri T R Gururaj, DGM-PP (Ink Manufacturing Unit)

SALIENT FEATURES OF TENDER FORM

Sl.No.	Description	Details
i.i	Tender No.	TENDER NO: 070/ MYS/ IMU-17/2020-21
ii	Tender Date	07/10/2020
iii	Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid Limited Tender
iv	Name of the Work	Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru.
v	Estimated Value	Rs. 9,44, 000 /- (Rupees Nine Lakhs Forty-Four Thousand only) considering approx. Project Value of Rs. 200.00 Lakhs
vi	Earnest Money deposit	Rs. 20,000 /- (Rupees Twenty Thousand only) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru. In case E.M.D is not submitted along with the tender (Technical Bid), the offer will be liable for rejection. However, MSME/DGS&D/NSIC registered firms are exempted from submission of requisite EMD. Such Tenderer shall submit copy of supporting documents.
vii	Cost of Tender Form	Rs. 500 /- (Rupees Five Hundred Only) (Non Refundable) in the form of DD favoring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Mysuru. Payable at Mysuru. However, please note Tender Document downloaded from our website and MSME/DGS&D/NSIC registered firms are exempted from submission of requisite cost of tender Fees. Such Tenderer shall submit copy of supporting documents.
viii	Last date of sale of tender forms	One day before the last date of submission and closing of tenders up to 14. 00 Hrs. (In case holiday falls on that day, it shall be last working day).
ix	Last date of submission/ closing of the tenders	14. 30 hrs. on 04/11/2020
x	Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Shri T. R. Gururaj, Dy. General Manager-PP (IMU)
xi	Date of opening of Technical bid	15. 00 hrs. on 04/11/2020
xii	Date of opening of price bid	Shall be communicated to the eligible bidders.
xiii	Validity of tender	120 days from the date of opening of the tender, which can be further extended for another 30 days at the discretion of BRBNMPL.
xiv	Date of Commencement	Within Two weeks from the date of issue of LOI/ Work Order, whichever is earlier.

xv	Contract Period	Two Year from the date of issue of L.O.I./Work Order for submission of Design, Drawings, Estimate, B.O.Q. & Technical Specifications of works undertaken. Contract will be valid till completion of supervision & Technical Services including the DLP of the of works undertaken. The contract period may be extended with mutual consent.
xvi	Billing	Bill shall be paid on raising bill after completion of the work or any condition laid down in work order.
xvii	Performance Security deposit/ Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL.	Successful Bidders has to submit DD/B.G. valid up to 60 days after date of completion of all contractual obligations including warranty obligations, as performance security for 10 % (Ten percent) of the tendered amount less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section: XV. Tenderers who are registered with DGS&D /NSIC/ MSME 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.
xviii	Release of Security Deposit	After expiry of Defects Liability Period/ Completion of all contractual obligations including warranty obligations, whichever is later.
xix	Terms of contract and specifications	As per schedule.

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website for further details.
3. Tender documents may be purchased on payment of non-refundable fee of Rs. 500.00 per set through Online Bank Transfer (proof of online transfer to be submitted) or through in 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 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 Mysuru.
4. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier to the foreign tenderers, for which extra expenditure per set will be Rs. 1500.00 for domestic post and Rs. 4500.00 for international courier. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.

6. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
7. The tender documents are not transferable.
8. BRBNMPL reserves the right to accept/reject/cancel any or all tender documents without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.
9. 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.
10. **Exemption for MSEs:** 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) as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of **Tender Fee** and **Earnest Money Deposit**. 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 , 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.
11. 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.
12. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on Lowest (L1) bidder from eligible bidders as per section XI.
13. Any further amendment/s, if any, shall be notified on the website of the company only. Interested applicants are requested to visit our website periodically to know any changes / amendments.

Guidelines for filling two-part tender:

- 1. Part I:** First sealed cover should contain the required EMD amount, cost of tender form, technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, tax related documents etc. along with ALL pages & annexures of this tender **except Section X (Tender Form) & 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 Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru as per Section VI: List of requirement”**. 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 Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru as per Section VI: List of requirement”**.
- 3.** The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“Offer for Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru as per Section VI: List of requirement”** with due date of opening as **04/11/2020** and should be addressed to **The General Manager(OSD), BRBNMPL, Mysuru-570003**.

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

Yours faithfully,

For & on behalf of BRBNMPL,

-Sd-

T R Gururaj
Deputy General Manager-PP (Ink Manufacturing Unit),
BRBNMPL, Note Mudran Nagar,
Mysuru – 570 003,
Telephone: 0821-2469066
FAX: 0821 – 2582955 / 2582099
trgururaj@brbnmpl.co.in,

SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

Part I: General Instructions Applicable to all types of tenders

A PREAMBLE

1. Introduction

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

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g.

EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

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

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

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

2 .Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and BRBNMPL, shall be written in English or Hindi language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection

With its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents include:

1. Section I - Notice Inviting Tender (NIT)

2. Section II - General Instructions to Tenderers (GIT)

Part I : General Instructions applicable to all types of tenders

Part II : Additional General Instructions applicable to specific types of tenders

3. Section III - Special Instructions to Tenderers (SIT)

4. Section IV -General Conditions of Contract (GCC)

5. Section V - Special Conditions of Contract (SCC)

6. Section VI - List of Requirements

7. Section VII - Technical Specifications

8. Section VIII - Quality Control Requirements

9. Section IX — Qualification/ Eligibility Criteria

10. Section X - Tender Form

11. Section XI - Price Schedule

12. Section XII - Questionnaire

13. Section XIII - Bank Guarantee Form for EMD

14. Section XIV - Manufacturer's Authorization Form

15. Section XV - Bank Guarantee Form for Performance Security

16. Section XVI - Contract Form

17. Section XVI I: Letter of Authority for attending a Bid Opening

18. Section XVIII: Shipping Arrangements for Liner Cargoes

A : In respect of CFR, CIF, Turnkey/F.O.R. contracts for import

B : In respect of FOB/FAS contracts for import

19. Section XIX: Proforma of Bills for Payments

20. Section XX: Proforma for pre contract integrity pact

6.2The 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.
- e) Questionnaire as per Section XII.
- f) Manufacturer's Authorization Form (ref Section XIV, if applicable

NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.

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

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods 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.

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

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

i) The tenderer should quote the exact percentage of GST that they will be charging extra.

ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.

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

"We agree to pass on such additional input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly."

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

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

12.11 Duties, taxes and other levies of Local bodies

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

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

12.12 Duties/ Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

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

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

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

12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris 12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BRBNMPL and will no way restrict BRBNMPL's right to award the contract on the selected tenderer on any of the terms offered.

13. Authorized Dealer/Distributor/Representative

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

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

Note

(i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.

(ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then

(a) the bidder should have been associated as authorised dealer/distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and

(b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and

(c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.

(iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

14. Firm Price / Variable Price

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

14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject

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

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

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

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

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

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

17. Documents establishing Good's Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with 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) 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, 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 upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax /email /telex /cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

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

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

20. Signing and Sealing of Tender

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

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

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

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

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

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

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

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

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

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

D SUBMISSION OF TENDERS

21.Submission of Tenders

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

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

22.Late Tender

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

23. Alteration and Withdrawal of Tender

23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

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

E TENDER OPENING

24.Opening of Tenders

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

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

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

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

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms,

conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Preliminary Scrutiny of Tenders

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

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

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 in the 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 register / Speed post and, if the tenderer does not accept BRBNMPL's observation, that tender will be liable to be ignored.

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

i. Where the procurement is done on nomination basis (PAC and STE without PAC);

ii. Procurement is from a single or limited source of supply

iii. Procurements where there is suspicion of cartel formation.

39. Contacting BRBNMPL

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

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

G AWARD OF CONTRACT

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours:

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

ii. Submission of fraudulent/unencashable Financial Instruments stipulated under Tender or Contract Condition.

iii. Violation of Code of Ethics laid down in Clause 32 of the GCC.

iv. Cartel formation or quotation of Pool/ coordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.

v. Deliberate attempts to pass off inferior goods or short quantities.

vi. Violation of Fall Clause by Rate Contract holding Firms.

vii. Attempts to influence BRBNMPL's Decisions on scrutiny, comparison, evaluation and award of Tender.

44.2. Besides, suitable 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 misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

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

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

51.2 If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of

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

52. Tenders involving Samples

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

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

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

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

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

52.6 Parameters Settings and duration of Validation Tests would be indicated in the Section VIII — "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk

production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders:

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

i.Registration of Vendors for Supply of particular Stores or certain categories of Stores.

ii.Development of new items or Indigenization of Imported stores

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the 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 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 same authority as mentioned above. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

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

55. Development and Indigenization Tenders:

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

55.2 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 meager and complex technology is involved, or quantity of the equipment/spares is limited/small/uneconomic if distributed between two vendors, the entire order could

be placed upon the LI 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 +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)

SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS SIT)

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

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

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

Sl. No.	GIT Clause No	Topic	SIT Provision
1	1 to 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 to this tender
3	9 to 10	Time Limit for receiving request for clarification of Tender Documents, Documents comprising the tender.	No Change
4	11	Tender currencies	Bidders to quote the price in Indian Rupees (INR) only.
5	12 to 15	Tender prices, Indian Agent, Firm price, Alternative tenders	No Change
6	16	Documents Establishing tenderers eligibility and qualifications	No Change
7	17	Documents establishing goods conformity to tender document	No Change
8	18	Earnest Money Deposit (EMD)	No Change
9	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	120 days from the date of opening of the tender, which can be further extended for another 30 days at the discretion of BRBNMPL.
10	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted: One copy only (duplicate copy not required) 20.9: E procurement:	No Change No of copies – 01 no. Not Permitted
11	21 to 23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
12	24	Opening of tenders	No Change
13	25	Basic principle	No Change
14	26 to 34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity,	No Change

Sl. No.	GIT Clause No	Topic	SIT Provision
		Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	
15	35 to 42	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award,	No Change
16	43	Parallel Contracts	No Change
17	44 to 49	Serious Misdemeanours, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result	No Change
18	50	Rate Contract Tenders	No Change
19	51 to 55	PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	NA

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

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, 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 —
- The consignee at his premises; or
 - Where so provided, the interim consignee at his premises; or
 - A carrier or other person named in the contract for the purpose of transmission to the consignee; or
 - 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.

(xv) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

(xvi) "Tender" means quotation / bid received from a firm / supplier.

(xvii) "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.

(xviii) "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.

(xix) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.

(xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

(xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(xxiii) "Specification" or "Technical Specification" means the drawing / document/ standard that prescribes the requirement to which product or service has to conform.

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

(xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight
Included	
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector
Undertaking	
"CST"	means Central Sales Tax

"DDO" means Direct Demanding Officer in Rate Contracts "DGS&D" means Directorate General of Supplies and Disposals
 "DP" means Delivery Period
 "ECS" means Electronic clearing system
 "ED" means Excise Duty
 "EMD" means Earnest money deposit
 "EOI" means Expression of Interest (Tendering System)
 "ERV" means Exchange rate variations
 "FAS" means Free alongside shipment
 "FOB" means Freight on Board
 "FOR" means Free on Rail
 "GCC" means General Conditions of Contract
 "GIT" means General Instructions to Tenderers
 "GST" means Goods and Services Tax which will replace Sales Tax
 "H1, H2 etc" means First Highest, Second Highest Offers etc in Disposal Tenders Incoterms means International Commercial Terms, 2000 (of ICC)
 "L1, L2 etc" means First or second Lowest Offer etc.
 "LC" means Letter of Credit
 "LD or L/D" means Liquidated Damages
 "LSI" means Large Scale Industry
 "NIT" means Notice Inviting Tenders.
 "NSIC" means National small industries corporation
 "PQB" means Pre qualification bidding
 "PSU" means Public Sector Undertaking
 "PVC" means Price variation clause
 "RC" means Rate contract
 "RR or R/R" means Railway Receipt
 "SBD" or "T D" means Standard Bid Document / Tender Document
 "SCC" means Special Conditions of Contract
 "SIT" means Special Instructions to Tenderers
 "BRBNMPL" means Bharatiya Reserve Bank Note Mudran Private Limited
 "SS I" means Small Scale Industry
 "ST" means Sales Tax
 "VAT" means Value Added Tax

2. Application

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

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

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

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

vi. Conditions in other parts of the Tender Documents
 vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization

viii. Notification of award and Contract Documents

ix. Subsequent Amendments to the Contract.

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

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

5. Country of Origin

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

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

6. Performance Bond / Security

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

date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

a. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.

b. Bank Guarantee issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

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

8.3. Packing instructions:

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

- a) contract number and date
- b) brief description of goods including quantity
- c) packing list reference number

d) country of origin of goods

e) consignee's name and full address and

f) supplier's name and address

9. Inspection and Quality Control

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

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

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

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

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

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

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

12. Insurance:

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

12.2 In case of supply of domestic goods on CIF/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 Purchaser and on production of all required documents by the supplier.

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

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

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

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

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

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

ii. 30% on receipt of the goods at site by the consignee and balance

iii 10% on successful installation and commissioning and acceptance by the consignee.

(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 at destination and on production of all required documents by the supplier

ii. 10% on successful installation and commissioning and acceptance by the consignee.

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

(a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier — 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.

(b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier — 80% to 90% net FOB/FAS/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 acceptance by the consignee.

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 fulfill its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. Termination for convenience

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

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

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

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

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

a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract

(c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.

e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall

be considered to be a non-responsive bid and shall be rejected straightway.

33. Resolution of disputes

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

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

34. Applicable Law

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

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

35. Secrecy

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

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

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

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

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Demand Draft /Pay order issued by any scheduled commercial bank in India and drawn in favor of the Account mentioned in the NIT.

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

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

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

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

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

36.3 Deliveries, Delays and Breach of 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 favor of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

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

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

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays

observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

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

36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labors/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments 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 fulfill the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.

36.3.11 The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's

Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations. The purchaser shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labourer and servants due to any reasons whatsoever.

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a

lower price is offered and accepted for such lot or lots then the purchaser shall

be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

Sl. No.	GCC Clause No	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	No Change
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No change
4	16	Warranty	No Change
5	17 & 18	Assignment, sub contracts	No change
6	19	Modification of contract	No change
7	20 & 21	Prices, Taxes and duties	No change
8	22	Terms and mode of payment	No change
9	22.1	Terms and mode of payment	i) The Architect shall not be paid any Mobilisation Advance or any Secured Advance. ii) Bill raised should have PAN, GST number printed over the bill. iii) GST as applicable shall be paid extra over gross bill value on claim and proof of payment shall be produced/ submitted to BRBNMPL, when asked for.

Sl. No.	GCC Clause No	Topic	SCC Provision
			<p>iv) Undertaking for statutory compliance shall be submitted along with the Final bill.</p> <p>v) Statutory Deduction of taxes including ITDS etc. shall be made at source as per rule and provisions.</p> <p>vi) Suitable deduction as deemed fit will be made for non-compliance in executing works as per schedule.</p> <p>vii) Consultation charges (fees payable) for the service rendered would be the lowest quote in terms of percentage of the total Project cost arrived at based on total value of works (Construction Cost) executed as per work order terms.</p> <p>viii) The construction cost shall be the actual total cost of works (excluding the taxes) executed by the contractor for the works designed, estimated and technically supervised by the Architect.</p> <p>ix) Visits of Senior Associate during conceptual /design stage and execution of the project shall be included in the Architect fees. Visits of other Associates including visits of Resident Engineer shall be included in the Architect fees.</p> <p>x) Total value of works will be calculated as given below and will be paid as per schedule.</p> <p>A) For stage 1 to 4 shall be as per approved estimated cost.</p> <p>B) For stage 5 to 10 shall be as per Work Order value placed on the Contractor &</p> <p>C) For stage 11 shall be as per certified final total bill value released to the contractors.</p>

Sl. No.	GCC Clause No	Topic	SCC Provision	
			D) Stage wise Payment Structure shall be as given below:	
			1) On signing of agreement.	5% of total fees payable.
			2) On submission of conceptual designs and preliminary estimate of cost	10% of total fees payable less payment already made at stage i1.
			3) On submission of drawings as per clients suggestions and revised estimate.	20% of total fees payable less payment already made up to stages 2
			4) On submission of tenderable documents including BOQ, tenderable drawings, specifications, schedule of quantities and estimated cost as per PWD/CPWD Schedule of rates / as per detailed analysis as per market Rates including cost estimates etc.	35% of the fees payable less payment already made up to stage 3.
			5) On submission of detailed working drawings required for execution of commencement of work.	50% of the fees payable less payment already made up to stage 4.
			6) On completion of 20% of the work.	60% of the fees payable less payment already made up to stage 5.
			7) On completion of 40% of the work.	70% of the fees payable less payment already made up to stage 6.
			8) On completion of 60% of the work.	80% of the fees payable less payment already made up to stage 7.

Sl. No.	GCC Clause No	Topic	SCC Provision	
			9) On completion of 80% of the work.	85% of the fees payable less payment already made up to stage 8.
			10) On virtual Completion.	90% of the fees payable calculated on the basis of Final Certified Bill value less payment already made up to stage 9.
			11) On submitting Completion Report, Finalization of Final bill of the Architect, submission of As-built drawings and completion of Defects Liability Period of the Buildings satisfactorily.	100% of the fees payable less payment already made up to stage 10.
10	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics,	No change	
11	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru	
12	34-35	Applicable Law, Secrecy,	No change	
13	36	Disposal / Sale of Scrap by Tender	Not applicable to this tender	
14		Initial Security Deposit	EMD submitted, if any along with the Tender Paper, shall be converted into Initial Security Deposit. This amount will be adjusted with the Security Deposit and shall be released along with the Security Deposit. In such case, no interest will be paid on Initial Security Deposit.	
15	Special Condition	Security Deposit	The successful bidder, to whom Work Order is issued, shall furnish Security Deposit @ 10% of Contract Value less EMD amount, if any in the form BG/ Account payee	

Sl. No.	GCC Clause No	Topic	SCC Provision
			Demand Draft favouring of Bharatiya Reserve Bank Note Mudran Private Limited payable at Mysuru or Bank Guarantee as per attached format of BG Section -XIII within 21 days of after notification for Award of work/L.O.I. This guarantee will remain in force for a period of sixty days beyond the period of contract validity.
16	Special Condition	Release of Security Deposit	After expiry of Defects Liability Period and Completion of all contractual obligations of the civil contractor against works undertaken.
17	Special Condition	Completion Period	<p>Time is the essence of this contract. Work Order shall be valid for two years from the date of issue of L.O.I./Work Order. The Architect should provide the services upto stage –iv (submission of tenderable document) of Payment Structure within two months from the date of issue of L.O.I./assignment of new works as and when required`. However, contract shall be valid till completion of Defects Liability Period of all works undertaken by the Architect.</p> <p>The completion time as mentioned above shall strictly be adhered to by the consultant. Delay without any valid reason shall attract liquidated damages @ 0.5% of consultancy fee for delay per week up to a maximum of 5% of total consultancy fees payable. The Liquidated Damages shall be applicable till stage-iv of Payment Structure i.e. submission of tenderable document for floating tender for individual work.</p>
18	Special Condition	Optional Clause/Repeat Order	<p>Quantities mentioned in the Schedule of Items are approximate and may vary as per actual work done/ site requirement; Architect shall not claim any extra rate on this account.</p> <p>BRBNMPL reserves 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/executed in full before the last date of Delivery/completion Period.</p>

Sl. No.	GCC Clause No	Topic	SCC Provision
			BRBNMPL may place repeat order upto 50% of order value including Option Clause (exercised if any), at a later date on mutual consent, at the quoted rates within six months from date of successful completion of the work.
19	Special Condition	Construction Cost	The construction cost shall be the actual total cost of works (excluding the taxes) executed by the contractor for the works designed, estimated and technically supervised by the Architect.
20	Special Condition	Billing	Architect may submit their bill for each completed stage as mentioned in Payment structure.
21	Special Condition	Refusal of Work	If the bidder fails or refuses to provide the services on becoming successful bidder, due to any reason whatsoever or left the work in incomplete condition after starting the work, Security Deposit / E.M.D. will be forfeited and the party is liable for not being allowed for any tendering for a period as decided by the company/ any other action as deemed fit.
22	Special Condition	Schedule of Additional services	The following are deemed to be the additional services: a) Providing technical assistance, preparation of technical reports for insurance claim/ Arbitration in respect of Architect disputes under the project, shall be specified by the client and mutually agreed. b) Fees for any additional services other than those covered in scope of work, shall be specified by the Client and mutually agreed. c) Further any special site visit of the Senior Architects/ Expert is required during the project stage and duly approved by BRBNMPL before the visit, shall be paid extra at an mutual Rate. Account of each visit should be maintained. Prior intimation and communication of site visit to be made for accounting purpose.
23	Special Condition	Legal jurisdiction	The court of Mysuru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any work order placed by BRBNMPL.

24	Special Condition	Evaluation criteria, if more than one bidder quotes same Rate. (The firm, which scores the highest percentage of marks, will be selected)	Sl. No.	Criteria	Fulfilled	Not Fulfilled
			i	Architect experience more than 10 years.	25%	15%
			ii	Architects have worked with RBI/CPWD/PWD/PSU/Govt. Organisation.	20%	15%
			iii	Architects have worked with Government Security Organisation.	15%	5%
			iv	Architects having at least 10 Graduate Architects and 5 graduate Site (CIVIL) Engineers on their Roll.	25%	10%
			v	Architects whose average annual turnover of last three years is higher.	10%	0
			vi	Architects having their office at Mysuru/Bengaluru.	5%	0

SECTION VI: LIST OF REQUIREMENTS

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	Accounting unit	Quantity	Amount of Earnest Money
1.	Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru.	As per enclosed Price Schedule.	As per enclosed Price Schedule in Section XI.	Rs. 20,000.00 (Rupees Twenty Thousand only)

Required Delivery Schedule: Complete Proposal shall be submitted for Competitive Bidding in all respect within eight (2) months from date of issue of L.O.I./Work Order/assignment of new work.

Required Terms of Delivery, Destination and preferred mode of Transportation:

F.O.R.: BRBNMPL, Mysuru.

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

SECTION VII: TECHNICAL SPECIFICATIONS AS PER SCOPE OF WORK

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 Designing and Printing of Bank Notes. It has corporate office at Bangalore and has two printing presses at Mysuru in Karnataka and Salboni in West Bengal. Now, Company has set an Ink Manufacturing Unit at Mysuru and intend for **“Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru”** towards necessary renovation, modification, addition, alteration, extension of the old Buildings.

II. Details of Work: Details of work for Civil Works for Ink Project shall include but shall not restrict to the following:

- a) Construction of Annex Building to existing Ink Manufacturing Plant.
- b) Partition works inside shop floor
- c) Renovation/modification of existing Buildings.
- d) Construction of Rest Room/Toilets.
- e) Construction of Machine Foundations.
- f) Extension/re-location of Sewerage System, Drainage System, Rain Water Pipes and other Services as per the requirement connecting with the existing Networks.
- g) Necessary roof treatment of the Factory Building.
- h) Landscaping at the available space within Ink Factory Premises.
- i) Any other work envisaged during the currency of the contract.

Note: i) Payment shall be made on the basis of Construction Cost.

ii) Construction Cost: The construction cost shall be the actual cost of works (excluding the taxes) paid to the contractor for the works executed.

III) Detailed scope of work:

a) Architect's scope of work shall be as follows:

- i) Architectural Design Services;
- ii) Civil & Structural Engineering Design Services;
- iii) Sanitary, Plumbing & Electrical Engineering Design Services;
- iv) Supervision of works by deputing full time Resident Engineer;
- v) Certification of Contractor's bill after joint measurement by the Resident Engineer;
- vi) Submission of As-Built Drawings;
- vii) Inspection during Defect Liability Period as per the requirement and necessary instruction to the Contractor to rectify the defects, if any.

b) Scope of work includes:

i) Preliminary Evaluation:

- a) Follow statutory norms & regulations for the Project Area including local Byelaws, if any.
- b) Site survey including Geographical location and Weather conditions. However, soil testing report will be provided by BRBNMPL.
- c) Checking of existing Service Networks like Water Supply, Sewerage System, Electric Supply, Connecting Roads, and Tele-communication services etc. and design inter connection with such system accordingly.

ii) Concept Design:

- a) Preparation of concept scheme of the area showing Service Networks with relevant details, circulation pattern, schematic layout of utility services and relevant details;
- b) Furnish approximate project cost based on BRBNMPL's requirement as per PWD SR (WB)/ CPWD/ Analysed Rates duly supported by detailed analyses for the items not covered in the schedules;
- c) Preparation of conceptual drawing with respect to the client's requirement and site condition;
- d) Preparation of 3D computer generated model showing the proposal.

iii) Pre -work for implementation:

- a) Preparation of all necessary drawings for Architectural, Structural, Finishing, Service Network connections with elevation, landscaping etc., complete in all respect showing the common facilities for circulation, landscape, schematic network of services etc., complete as well as specifications and finishes.
- b) To prepare CPM Chart and work out realistic time schedule for the project completion;
- c) To submit certificate for the structural safety of the structural design;
- d) To get the structural design vetted by the mutually agreed third party.
- e) Preparations of all necessary drawings showing full architectural, elevation and other development control and material to be used;
- f) Furnish modified estimate of project cost based on approved designed/ scheme;
- g) Preparation of necessary drawings for the statutory body to get the approval for construction (if required) &
- h) Preparation of draft Tender Document containing detailed B.O.Q. and Technical Specification for all items of B.O.Q in soft copy & hard copy for floating of the tenders, including quality control measures and method of material checking.

iv) Implementation Stage:

Architect shall prepare the tender documents and proposed list of Contractors and submit to BRBNMPL for floating the tender, BRBNMPL shall finalize the contractor and place work order, however the Architect scope includes,

- a) Day to day site supervision to ensure that the Contractor carry out the works according to the drawings and specifications supplied to them.

- b) For day-to-day close supervision/ monitor the progress of the work to complete within the allotted time period, the Architect will employ a site Engineer / Resident Engineer, who will generally carry out the supervision under the Architect's guidance to see the quality of workmanship and materials used. Also monitoring and ensuring the progress of work as per time schedule.
- c) To check-measure, scrutinize and certify the Contractor's Running Account bills and final bill within the prescribed time schedule with the Contractor in conformity with the Contract agreement between BRBNMPL and the Contractor.
- d) To recommend for Extension of time as per Work order clause provision, if necessary
- e) Visit of senior architect to the site of work and provide periodic supervision as and when necessary to clarify any decision or interpretation of the drawing and specifications and to ensure that the project proceeds in accordance with conditions of contract,
- f) To submit the detailed quantities of cement and steel as per theoretical and actual consumption to assess the quality of works,
- g) To recommend for Work Completion Certificate to be issued to the Contractor.
- h) To provide any other services in connection with the said work and normally rendered by the Architect and not referred above,
- i) To submit all the relevant 03 (three) sets of as Built/ Working drawings including all Service Connections & Networks and all the relevant details/ data pertaining to this project in hard and soft copy.
- j) The Architect shall arrange competent persons for execution, supervision and measurement of the work.
- k) The Architect should submit monthly Progress Report regarding progress of the works in addition to maintenance of Field Book, Site Order Book & Hindrance Register.
- l) During execution of job, if any additional item of work/ variation, deviation/ non-availability of item etc., is considered to be necessary, it shall have to be carried out by the Architect. The bill shall be settled as an extra work and shall be analysed as per actual cost of materials, manpower engaged, taxes/levies etc. plus 10% Architects profit and overhead. In case the item is available in the prevailing PWD/CPWD SR rates, the rate for the particular item shall be applicable for that item.
- m) **Statutory Requirements:** The Architect should comply with all statutory provisions as applicable such as but not limited to: -
- 1) Provisions of the Factories Act, Workman Compensation Act, Employers Liability Act, Contract Labour Act, Industrial Dispute Act, Minimum Wages Act, Payment of Wages Act, EPF and ESI Act including any modification thereof or any other law relating thereto and rules framed there under from time to time.
 - 2) The Architect shall indemnify the company from any claim due to any breach of statutory requirements and the company as a principle employer shall enforce the provisions of the act.
 - 3) The Architect shall obtain license / registration from Labour Authority / any other Statutory Authority including PF & ESI as may be required and shall furnish Statutory Returns and deposit contributions and Statutory Levies as per the Law of the Land as applicable from

time to time. The Architect shall be liable to furnish with the company all copies returns and documents as would be asked for time to time.

v) Responsibility during D.L.P of Contractor:

Architect should give required services during Defect Liability Period of 01 (one) year from the date of completion of the construction work. During this period, if required Architect shall be called for their advice and suggestions to get the defects rectified by the contractor.

Architects Covenants:

- a) The Architect covenants that the services mentioned under this agreement shall be completed according to the time schedule as agreed between the parties (BRBNMPL and the selected Architect) and offers all reasonable assistance in ensuring timely completion.
- b) The Architect shall offer all reasonable assistance in ensuring quality of workmanship and materials for all the works for which they are responsible and that it is according reasonable standards (as laid out by Bureau of Indian Standards) having regard to the nature and character of the services.
- c) The Architect shall not approve contractor's work unless the Architect has confirmed that the work to which the claim relates to has been performed to the standard and specification required and given by BRBNMPL.
- d) The Architect shall assist BRBNMPL for ensuring timely completion of work.

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

SECTION VIII: QUALITY CONTROL REQUIREMENTS

[Architect/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. We also confirm that qualified civil Engineer shall be posted for supervision of the job.
3. I/We also confirm that all design, drawing and construction work shall be ensured to be as per relevant IS.
4. Price BID has been submitted as per given format (*Section XI: Price Schedule Bid*) in *separate sealed envelope*.
5. Payment terms are accepted as per tender conditions.
6. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

Date:

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

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

SECTION IX: QUALIFICATION/ ELIGIBILITY CRITERIA

Part-I: Technical:

1. **Work Experience: The Bidder/Architect should be registered with Indian Council of Architect.** The Architect should have completed **five years** in similar nature of work in planning, designing and construction of buildings /office interiors/renovation of building works etc., Also the Architect should be currently in business and in sound financial condition.

Bidder should have work experience as below:

Three similarly completed works each costing not less than the amount of value of 40% of estimated value (**i.e., Rs. 4.00 lakh**) in the last 5 years up to 30/09/2020.

OR

Two similarly completed works each costing not less than the amount of value of 50% of estimated value (**i.e., Rs. 5.00 lakh**) in the last 5 years up to 30/09/2020.

OR

One similarly completed work each costing not less than the amount of value of 80% of estimated value (**i.e., Rs. 8.00 lakh**) in the last 5 years up to 30/09/2020.

Work Order and corresponding Work Completion certificate indicating Name of works, Work order No. & date, work order Value, actual value of work completed and the time period for the completion of the work (scheduled and actual) duly attested copies for each of the works should be submitted along-with the Tender Part – I.

2. Financial Standing:

- i. Audited Financial Reports (Trading and Profit & Loss Account, Balance Sheet and Schedule of Asset & Liabilities) for previous THREE years i.e. for the Financial Year 2016-17, 2017-18 and 2018-19 ending on March 2017, March 2018 and March 2019.
- ii. Self –certified statement (Annexure-A) of their turnover, net worth and profit & loss for previous THREE years i.e. for the Financial Year 2016-17, 2017-18 and 2018-19 ending on March 2017, March 2018 and March 2019.
- iii. Average annual financial turnover of firm during the last 3 years ending 31/03/2019 should be 30% (i.e., Rs. 3.00 lakhs) of estimated value or more.
- iv. The bidder should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2019.
- v. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2019.

3. **The bidder should never have been blacklisted from BRBNMPL and Bidder not rated for unsatisfactory performance by BRBNMPL during last three years.**

4. Documentary Evidence:

- a. Proof of Registration of PAN, GST, ESIC & EPF.
- b. An affidavit on stamp paper of Rs. 100/- (Non – Judicial) stating ***“In case any ambiguity is noticed in the Documents (list out documents) submitted at any stage, we will be entirely responsible and liable for any action as deemed fit under the Law”.***
- c. Power of Attorney / Authorization with the seal of the company in the name of the person signing the Tender Documents. Proprietorship firm need not submit authorization, if proprietor himself signed on all documents.
- d. Status of Firm (Partner/proprietor / limited etc.) with proof. In case of Proprietorship firms, copy of Memorandum or Affidavit in this regard to be submitted.
- e. Undertaking regarding blacklisting by BRBNMPL or any Govt./semi Govt body and details of Civil and criminal cases and other legal dispute proceedings including arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last five years. Also, our firm had not been rated for unsatisfactory performance by BRBNMPL during last three years.
- f. Duly filled in & authenticated NEFT Form for credit clearing towards return of EMD and Payment as per Annexure-A. Firms working in BRBNMPL, Mysore or NEFT submitted earlier, need not to submit again.

Important:

1. Please note that the contractors who have worked earlier with BRBNMPL, Mysuru 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.
2. Agencies those who are not registered with BRBNMPL, Mysuru are requested to kindly download the vendor registration Form from the website and submit the same along with registration fees of Rs.500/- at least two weeks before submitting the tender documents. Otherwise, they should submit required EMD alongwith Technical Bid.
3. **Submission of tender shall be as under (Pl refer page-07).**
 - a. **Envelope – 1 containing Part-I Technical Bid**
 - b. **Envelope – 2 containing Part-II Commercial (Price) Bid**Both the sealed envelopes should be put in a **Third sealed cover** super scribed with the name of the work and tender no. with due date of opening as mentioned in the tender form.
4. Tenders received after the below mentioned time and date, whether sent by post or delivered in person are liable to be rejected.
5. In case of any clarifications, **bidders may contact Ink Manufacturing Unit on any working days between 08:00 Hrs. – 17.00 Hrs.**

Tender once submitted will be treated as property of BRBNMPL and Tenderer will not be allowed to make any change / modification in Tender or withdrawal of Tender. Claim for ignorance of Site condition will not be considered.

Full Tender Document along with enclosures shall be neatly numbered (Page No.) and duly signed with seal by the Authorized Person of the firm.

Part-II Commercial (Price) Bid:

The Commercial bid of the bidders who have qualified in Part-I only will be opened. The bid should contain the following: - Proforma of Price Bid (Section – XI) only.

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

SECTION X: TENDER FORM

Tender Document for Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysore.

Date

To
The General Manager
BRBNMPL,
Note Mudran Nagar,
Mysuru – 570 003

Ref: Your Tender Document No. 070/MYS/IMU-17/2020-21 dated 07/10/2020

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 **Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru**, in conformity with your above referred document for the sum of _____ (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 up to _____ as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of _____
For & on behalf of

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign tender for and on behalf of

.....

(To be filled, signed & stamped and submitted along with Price Bid Part –II)

Sign and Stamp

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SECTION XI: PRICE SCHEDULE -PART-II BID

Proforma of Price Bid cum Bill of Quantities (BOQ) for Tender for Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysore.

From:

.....
.....
.....

To:

The General Manager,
BRBNMPL,
MYSURU – 570 003.

Dear Sir,

Sub: Tender Notice for Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysore.

Ref: Your Tender Enquiry No: [TENDER NO: 070/MYS/IMU-17/2020-21](#)

Sl. No.	Particulars	Percentage of Architectural fees both in figure and words
1	Comprehensive Architectural fee to be charged for the services provided as mentioned in the Scope of Work given at Para-II of Section-VII with Technical Supervision on total actual Construction Cost for the Civil Works undertaken by the Consultant. (To be quoted in percentage of the total Project value for the construction).	
2	GST (HSN/SAC Code.....)%

Notes:

- The tender shall be finalised on 'L1-Lowest Bidder' Basis.**
- The rates shall remain valid for a period of two years. Repeat order may be placed at the same rates and terms for any additional work.*
- The quoted rates are inclusive of all. (GST shall be paid at par as per prevailing rules).*
- No escalation shall be entertained over the quoted rates during the tenure of the contract.*
- The rates are quoted with all awareness of the site conditions and after going through the tender documents in details.*
- Price with condition(s) shall be liable for rejection.*

7. *Price should be quoted exactly as per the format.*
8. *Conditional discount/ rebate etc. shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.*
9. *BIDS submitted not in accordance with the above guidelines & with counter conditions will be liable for rejection. BRBNMPL will examine the materiality/Significance of the deviation /variation if any and shall take its own decision to accept or reject the tender. BRBNMPL's decision on acceptance /rejection shall be final without assigning any reason thereof. BIDS once submitted will not be allowed for revision without the approval of BRBNMPL. Any withdrawal of BID after submission of offer will result in forfeiture of EMD and blacklisting of vendor. Parties not interested to participate in the tender for any reason, may please intimate us.*

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.

Thanking you,
Yours faithfully,

Seal

(.....)

Name & Signature with date

(To be filled, signed & stamped and submitted as Price Bid Part -II)

SECTION XII: QUESTIONNAIRE /CHECKLIST

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

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

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

Sl. No.	Query	Bidder's Response
1	Brief description of goods and services offered	Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysore
2	Name and Address of the Firm	
3	Nature of the Firm (Proprietorship/Partnership/Ltd. Company/Co-op. Society)	
4	Offer is valid for acceptance up to	120 days from the date of opening of the tender, which can be further extended for another 30 days at the discretion of BRBNMPL.
5	Your Permanent Income Tax A/C No. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your PAN Card).	
6	Your GSTIN (Copy of registration to be enclosed)	
7	Status: Validity of Statutory Registration	
a)	Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), as recognised by Department for Promotion of Industry	

Sl. No.	Query	Bidder's Response
	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.	
b)	Are you currently registered under the Indian Companies Act, 2013 or any other similar Act? (Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.)	
8	Please indicate Name & Full address of your Banker(s)	
9	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Dept. of Government of India or by any State Govt.	
10	Your ESIC Regn. No. (Copy of registration to be enclosed)	
11	Your EPF Regn. No. (Copy of registration to be enclosed)	
12	Tender Fees of Rs. 500.00 (Copy of supporting document for claiming exemption)	YES / NO / Exempted
13	EMD of Rs. 20,000.00 (Copy of supporting document for claiming exemption)	YES / NO / Exempted
14	Corrigendum, if any	YES / NO / NA
15	Affidavit on Non-Judicial Stamp Paper of Rs. 100/- regarding ambiguity in the documents.	YES / NO
16	Duly filled in Questionnaire (Section-XII)	YES / NO
17	Duly filled in Tender Form (Section-X)	YES / NO
18	Self –certified statement of Turnover, Net Worth and Profit & Loss for last three year as per Annexure-A	YES / NO

Sl. No.	Query	Bidder's Response
19	Duly filled in NEFT Mandate as per Annexure-B (working agency not required)	YES / NO
20	Confidentiality statement and Undertaking regarding Black Listing and details of criminal cases and other legal dispute proceedings, if any as per Annexure-C.	YES / NO
21	Authorization for signing tender document as per Annexure-D. Proprietorship firm not required if signed by the Proprietor.	YES / NO
20	Declaration & undertaking by Micro & Small scale Enterprises Companies as per Annexure-E.	YES / NO / NA
22	Audited Financial Reports for last three year	YES / NO
23	Copy of credential (work experience) as per eligibility criteria	YES / NO
24	Seal and signature on all tender document	YES / NO
25	Whether Technical Bid & Financial Bid is kept in two separate sealed cover with clear superscription on the envelope and these two covers are put in a big cover marking Tender details? (Pl refer Page No. 7)	YES / NO

.....

(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)

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

SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
(PM/SBD/005)

.....
(Insert Bank's Name, and Address of Issuing Branch or Office)

Beneficiary

**(BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED,
A/c No.: 10562408040, IFSC Code: SBIN0003130, Type of A/c: Cash Credit,
Address of the Bank: State Bank of India, PB NO.204, Mothikhana Bldg,
New Sayyaji Rao Road, Mysuru-570024,
Phone No.: 0821-2437650 / 605)**

Performance Guarantee No. _____

Date: -----

WHEREAS (name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of contract no dated to execute **Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru** (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.

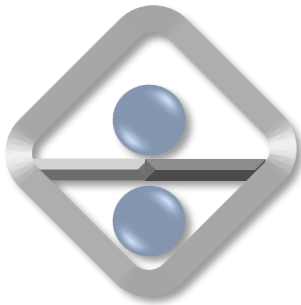
This guarantee will remain in force for a period of sixty days after the after the completion of all contractual obligations and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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)

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



SECTION XVI: CONTRACT FORM
(PM/SBD/006)

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru 570003

Phone: 0821-2582905, 2582915, 2582925; FAX: 0821- 2582099

Website: www.brbnmpl.co.in ; Email: mysorepress@brbnmpl.co.in

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:

- i. General Conditions of Contract;
- ii. Special Conditions of Contract;
- iii. List of Requirements;
- iv. Technical Specifications;
- v. Quality Control Requirements;
- vi. Tender Form furnished by the supplier;
- vii. Price Schedule(s) furnished by the supplier in its tender;
- viii. Manufacturers' Authorisation Form (if applicable for this tender);
- ix. 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:

(i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

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

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

Total value (in figure)

(In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

a. Mode(s), stage(s) and place(s) of conducting inspections and tests.

b. Designation and address of BRBNMPL's inspecting officer

(v) Destination and despatch 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:

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

Sign and Stamp

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SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID OPENING

(Refer to clause 24.2 of GIT)
(PM/SBD/007)

The General Manager(OSD)
BRBNMPL, Mysore-570003

Subject: Authorization for attending bid opening on _____ (date) in the Tender of **Architect services for Annex Building of Ink Factory Building and other Misc. Works for Ink Manufacturing Unit at BRBNMPL, Mysuru** against tender enquiry **TENDER NO.: 070/ MYS/ IMU-17/2020-21**

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 of bidder with date and Seal
Or
Officer authorised to sign the bid documents on behalf of the bidder

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

SECTION XIX: PROFORMA OF BILLS FOR PAYMENT

(PM/SBD/009)

(Refer Clause 22.6 of GCC)

[Name and Address of the Firm]

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

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

[Address of place of business under GST]

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

Bill No.....

Dated.....

Purchase order No.....

Dated.....

[Name and address of the consignee]

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

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

1. Applicable CGST, SGST, IGST and UTGST Amount

2. Freight (if applicable)

3. Packing and Forwarding charges (if applicable)

4. Others (Please specify)

2. PVC Amount (with Calculation sheet enclosed)

6. (-) deduction/Discount

7. Net amount payable (in words Rs.)

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

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

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

GST Registration certificate..... (enclosed)

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

Place and Date.....

Received Rs. (Rupees).....

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

Signature and Stamp of Supplier

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

ANNEXURE- A

SELF CERTIFIED STATEMENT OF TURNOVER, NET WORTH AND PROFIT & LOSS OF THE FIRM

(To be submitted on letterhead by the authorised signatory)

Dear Sir,

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

This is to certify that M/s. _____
(Agency Name & Address) are in the business of contracts execution for last 03 completed years (considered up to 31st March 2019 of last financial year). Their performance report as required under tender conditions for the last 3 years is as follows.

Years	Annual Turnover	Profit / (- Loss) for the year	Net worth as on year end
2016-17			
2017-18			
2018-19			
Total			

The above information is based on the audited accounts.

Place:

Date:

Seal

Signature of the authorised Signatory

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

ANNEXURE - B
NEFT - MANDATE FORM

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

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

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

ANNEXURE -C
CONFIDENTIALITY STATEMENT

(To be submitted on letterhead by the authorised signatory)

"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.

Yours faithfully,

()

Seal

Name

Signature of Bidder with date

DECLARATION

We confirm that that our firm has not been blacklisted by BRBNMPL or any Govt. /semi Govt. body and no criminal cases and other legal dispute proceedings including arbitration proceedings pending against any tender during last five years. We also confirm that our firm had not been rated for unsatisfactory performance by BRBNMPL during last three years.

Yours faithfully,

()

Seal

Name

Signature of Bidder with date

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

ANNEXURE-D
AUTHORISATION FOR SIGNING TENDER DOCUMENT

The firm should confirm on their letterhead that they are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

DECLARATION

*It is declared that I _____ Proprietor/Owner/ Director/
Authorized Signatory of M/s _____ at
_____ (address) on behalf of the participating firm
am competent and legally authorized to submit the tender and / or to enter into legally binding
contract with BRBNMPL.*

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

***If not signed by legal authority of the firm, authorization letter/Memorandum/Power of Attorney should be attached.**

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

ANNEXURE-E

DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES COMPANIES

(To be filled in the Company letter head)

Date:

Declaration & Undertaking by Micro & Small Scale Enterprises Companies

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 / Medium scale Industry / others (Please tick mark appropriate box.)	Micro Small Scale Medium Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	Manufacturer for supply items Service Provider for services Trader/reseller/authorized agent/distributor Non MSE Bidder
4	In case you belong to Micro / Small / Medium Scale Enterprises, whether you are registered under SC / ST Category (Please tick mark the appropriate)	Yes No If yes, SC ST
5	In case you belong to Micro / Small / Medium Scale Enterprises, whether the same is owned by women (Please tick mark the appropriate)	Yes No If yes, valid documentary evidence to be submitted

A. Categorisation of MSE/SC-ST Vendors

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

SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.

B. Startup Companies not allowed.

C. Declaration in case of MSE Bidders Companies

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

We are a Micro / Small Enterprise, as on bid closing date of this tender.

We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.

MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We are a Micro / Small Enterprise which is owned by women and we are submitting valid documentary evidence for the same (to be specified).

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