

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

LIMITED TENDER ENQUIRY

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD NOTE MUDRAN NAGAR MYSURU -570003

(Wholly owned Subsidiary of Reserve Bank of India)

Phone: 0821 – 2582905, 2582915, 2582925, 2582935, 2582945

Fax: 0821 – 2582099, E-Mail: mysurupress@brbnmpl.co.in

Website: www.brbnmpl.co.in

Not Transferable

Security Classification: Non-Security

Limited Tender for “Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru.”

Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021

Last date of Tender Submission Date & Time:	07/07/2021 at 14:30 Hrs
Tender opening Date & Time:	07/07/2021 at 15:00 Hrs
Cost of Tender form:	NIL
Earnest Money Deposit (EMD)	NIL
Estimated Work Value including all taxes & charges.	Rs. 09 Lakhs

This tender document contains 71 pages .

The tender document is sold to:

M/s. _____

Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name : Anil D Javalekar

Designation : Assistant General Manager.

**Address : BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar, Mysuru -570003.**

Phone : 0821- 2469050

Email : anildjavalekar@brbnmpl.co.in

Note: All Official correspondences related to above tender are to be addressed to the head of unit along with tender reference No. as follows:

The General Manager,

**Bharatiya Reserve Bank Note Mudran Private Limited,
Note Mudran Nagar, Mysuru -570003, Karnataka State**

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Section I: Notice Inviting Tender (NIT)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD
(Wholly owned Subsidiary of Reserve Bank of India)
NOTE MUDRAN NAGAR
MYSURU -570003

Phone: 0821 – 2582905,2582915,2582925,2582935,2582945

Fax : 0821 – 2582099, E-Mail: mysurupress@brbnmpl.co.in

Website : www.brbnmpl.co.in

Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021

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	“Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru”.	As per section XI PRICE Schedule.	NIL (Bidders have to submit Bid security declaration in lieu of EMD as per Annexure-G on the bidder firm/company letter head).	Specification as per Section VII of this tender.

Note: Bidders has to quote for all the items. Not quoting of all items leads to rejection of Bid.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.)	Limited Tender – Two Bid System (Part-I Techno-commercial bid & Part-II Financial/Price Bid)
Price of the Tender Document	Rs. 500/- (inclusive of applicable Taxes) if purchased from our offices. Rs. NIL if downloaded from our website www.brbnmpl.co.in
Date of Sale of tender documents	From 14/06/2021 to 07/07/2021 during office hours

Place of sale of tender documents	Utility section, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570003 (OR) Can be downloaded from our website www.brbnmpl.co.in
Closing date and time for receipt of tenders	14:30 Hrs. on 07/07/2021
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570003.
Time and date of opening of tenders	15:00 Hrs. on 07/07/2021
Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570003.
Validity of tender	120 days from the date of opening of the tender.
Date of commencement	Within 15 days from the date of issue of work order.
Work completion Schedule / Tenure.	As per the delivery schedule mentioned in Section VI List of Requirements
Liquidated damages (LD)	During project execution: For any delay beyond the time specified for completion of work, LD @ 0.5% of prices of non-supplied/service shall be levied per week on part thereof, subject to maximum of 10% of Balance works / un delivered goods / service.
Payment Terms	10% of total work order value will be paid on successful completion of Survey and submission of all reports as per the scope of work under Survey at Section VII and acceptance by BRBNMPL. 50% of total work order value will be paid on successful completion of Design and submission of all reports, documents as per the scope of work under Design at Section VII and acceptance by BRBNMPL. Balance 40% of total work order value and additional inspection costs if any will be paid on successful completion of System tests and submission of all reports, documents as per the scope of work under System test at Section VII and completion of installation, commissioning of Fire Alarm project at BRBNMPL, Mysuru. Payment for System tests and additional inspection will be made after completion of

	installation & commissioning of Fire Alarm System.
Performance Security deposit	Successful bidder has to submit DD/B.G. as performance security for 3% of the total contract value within 21 days after issue of LOI / Work order. It will be released after completion of work and its acceptance.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Asst. General Manager(Utility)/ Manager (Utility), Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570 003.

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details

3. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers for which extra expenditure per set will be Rs. 500.00 (Rupees Five hundred only) for domestic post on payment through: -

- a) Account Payee Demand Draft / Banker's cheque from any scheduled commercial bank in India in favour of “**Bharatiya Reserve Bank Note Mudran Private Limited**”, payable at **Mysuru**.
- b) Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers) through NEFT/RTGS can be made at the following BRBNMPL account maintained with Mysuru Main Branch of State Bank of India: -
SBI A/c No.: **00000010562408040**
IFSC: **SBIN0003130**
- c) Other Electronic Modes of Payment as per UPI id and QR code given below.
 - (i) Unified Payments Interface (UPI) (BHIM-UPI)
 - (ii) Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



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

4. Tenderer may also download the tender documents from the website www.brbnmpl.co.in and submit its bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.

Tenderer shall ensure that all pages of the Tender document are downloaded and included in their bid as per terms of the Tender.

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 kept at the Admin Building, after recording the tender details in the register on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.

6. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.

7. The tender documents are not transferable.

8. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and Tender shall be finalized on overall Lowest L1 bidder from eligible bidders as per section XI.

9. 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.

10. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.

11. Relaxations, exemptions and other conditions for Central Purchase Organization (CPO), Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups; Public Procurement (Preference to Make India) Order 2017:

a) **Exemptions:**

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

- (iii) The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- (iv) **No exemption will be given for depositing of Security Deposit (SD) to any DIC/SSI/MSME/NSIC/Startup registered firm.**

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

Annexure-1: Salient Features of *Revised* 'Public Procurement (Preference to Make In India) Order, 2017

Annexure-2: Salient Features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012': Conditions for Micro and Small Enterprises (MSEs)

Annexure-3: Conditions for Start-Up Companies

Annexure-4: Procedure to be adopted when the Bidder qualifies as both MSE and Class-I Local Supplier

14. Guidelines for applying to Tender in Two Part Bid System:

Part-I - First sealed cover: It should contain the required Technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with all sections of this tender (except section –XI which has to be submitted as mentioned in Sl.No.2 below) **signed & stamped in each & every page**. This first sealed cover should be clearly superscribed with 'Part-I Techno-commercial offer against the **Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021** for "Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru" **Price Indication in the Techno-Commercial offer will be summarily rejected.**

Part II - Second sealed cover: It should contain only Section XI – Price schedule. Price offer submitted in any other format will be liable for rejection. This second sealed cover should be clearly superscribed as 'Part-II Price / Financial bid against the **Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021** for "Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru".

The above mentioned two sealed covers should be put in another big cover, sealed and should be superscribed as offer for **Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021** for "Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru". **due date of opening 07/07/2021** and should be addressed to ' The General Manager, BRBNMPL, Note Mudran Nagar, Mysuru - 570 003.

The Tenderer should mention "Name of bidding firm, complete address with contact person name & contact no." on the envelope.

- Techno-commercial Bid (Part-I) will be opened on the scheduled date and time as mentioned. Price bid (Part-II) of only the Techno-commercially qualified bidders will be opened on a later date which will be intimated separately to the qualified bidders. Price bid of bidders who are Techno-commercially not qualified, will be sent back in unopened condition only, to the respective bidder.
- The tender offer may be sent by Regd. Post / Courier. Parties desirous of handing over Tender Offer by hand should drop the Tender Cover in the **Maintenance Tender Box**

kept at Administration Building, after recording the tender details in the relevant register kept.

1. **Price:** Prices shall be quoted in Indian Rupees only. The price/ rate should be firm for the contract period and there should be no variation/escalation on any account except regarding GST.
2. The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
3. Parties who have been black listed / debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
4. No counter conditions shall be accepted.
5. Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
6. **Bidders are advised to write the page number on each page of the Technical Bid documents submitted.**

Yours faithfully,
For & on behalf of BRBNMPL,

(Anil D Javalekar)
Asst. General Manager (UTL)
BRBNMPL,
Note Mudran Nagar,
Mysuru - 570 003
Phone: 0821 – 2469050, Fax: 0821-2582885
Email: anildjavalekar@brbnmpl.co.in

Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

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

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc, Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

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

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

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

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV - General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX — Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
19. Section XIX: Proforma of Bills for Payments

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

7. Amendments to Tender Documents

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

7.2 Such an amendment will be notified in writing by registered/ speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

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

9. Clarification of Tender Documents

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

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

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

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

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

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

12.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:

12.5 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.

b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.

c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and

d) The price of incidental services, as and if mentioned in List of Requirements.

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

a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,

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

c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and

d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

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

12.9 Sales Tax/ VAT/ CST/ GST:

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

12.10 Wherever Value Added Tax is applicable, the following may be noted :

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

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

iii) The tenderer while quoting for tenders should give

the following declaration:

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

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: We hereby declare that additional set offs / input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted .

12.11 Octroi and Local Taxes:

Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties/ Taxes on Raw Materials

BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

12.14 Customs Duty:

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

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

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

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

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

13. Indian Agent

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

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement

One manufacturer can authorize only one agent/ dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from

a) The principal manufacturer directly or one Indian

agent on his behalf

b) The foreign principal or any of its branch/ division

c) Indian/ Foreign Agent on behalf of only one Principal.

14. Firm Price / Variable Price

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

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

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

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

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

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

14.7 Documents for claiming ERV:

i. A bill of ERV claim enclosing working sheet

ii. Banker's Certificate/debit advice detailing F.E. paid and exchange rate

iii. Copies of import order placed on supplier

iv. Invoice of supplier for the relevant import order

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of

India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing Good's Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC as the case may be).

18.3 The earnest money shall be denominated in Indian Rupees.

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

- a) Account Payee Demand Draft or
- b) Fixed Deposit Receipt or
- c) Banker's cheque or
- d) Bank Guarantee, only in the case of Global Tender

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 3 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

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

19. Tender Validity

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by

surface mail or by fax /email /telex /cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

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

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

20. Signing and Sealing of Tender

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

(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 superscribed. 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 unsigned.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided.
- 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 copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, BRBNMPL will convey its observation suitably to the tenderer by register! Speed post and, if the tenderer does not accept BRBNMPL's observation, that tender will be liable to be ignored.

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF Destination Basis

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

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

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

a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

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

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

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

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

36. Tenderer's capability to perform the contract

36.1 BRBNMPL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to

perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

- i. Where the procurement is done on proprietary basis
- ii. Items to be procured are supplied by only a limited sources of supply
- iii. Items where there is suspicion of cartel formation.

39. Contacting BRBNMPL

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

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

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

43. Parallel Contracts

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

44. Serious Misdemeanors

44.1. Following would be considered serious misdemeanors:

- i. Submission of misleading / false/ fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent / unencashable Financial Instruments stipulated under Tender or Contract Condition.

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

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

45. Notification of Award

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

Not Applicable for this Tender

Yours faithfully,

() Seal
Signature with date.
Name:

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	1,2,3,4,5, 6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Not applicable to this tender
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD) Note: Bidders have to submit Bid security declaration in lieu of EMD as per Annexure-G on the bidder firm/company letter head along with their techno-commercial offer. Cost of tender to be submitted.	The EMD is waived off to this tender as per GOI guidelines.
8	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change
09	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : One copy only (duplicate copy not required) 20.9: E procurement: Not permitted.	No Change. No. of copies- One
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	Opening of tenders	No Change
12	25	Basic Principle	No Change

13	26, 28, 29,30, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	No Change
14	31	Qualification / Eligibility Criteria	Annexure-1, 2, 3 of this tender are not applicable for relaxation of norms with regard to Prior Turnover and Prior experience for all MSE's and Startups [whether MSE's or otherwise] subject to meeting of quality and technical specifications as this tender falls under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc.
	35	Additional factors and parameters for evaluation and ranking of responsive Tenders	Price bid evaluation will be subject to purchase preference to MSE's and Class – I Local suppliers as per guidelines [Refer Annexure -1, Annexure -2 & Annexure - 4]. Note: 1. <u>The quantity mentioned in the Tender document cannot be split.</u> 2. Minimum local content: Equal to or more than 50% for “ Class -I local supplier ” and more than 20% but less than 50% for “ Class -II local supplier ”. Note: BRBNMPL reserves right to allocate the tender quantity amongst MSE's, Class-I Local suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines.
14	36 to 49	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, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	No Change
15	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, enders	Not Applicable to this tender.

	for Disposal of Scrap, Development / Indigenization Tenders	
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SIGNING AND SEALING OF TENDER:

This is in continuation of GIT clause no 20. Bid in two parts consisting of following to be submitted –

Part – I - Technical Bid - In the prescribed format as per the following, as applicable.

- | | |
|---|--|
| 1. Section I | - Notice Inviting Tender (NIT) |
| 2. Section II | - General Instructions to Tenderers (GIT) |
| 3. Section III | - Special Instructions to Tenderers (SIT) |
| 4. Section IV | - General Conditions of Contract (GCC) |
| 5. Section V | - Special Conditions of Contract (SCC) |
| 6. Section VI | - List of Requirements |
| 7. Section VII | - Technical Specifications & Scope of work |
| 8. Section VIII | - Quality Control Requirements |
| 9. Section IX | - Qualification/ Eligibility Criteria |
| 10. Section X | - Tender Form |
| 11. Section XI | - Price Schedule (<u>UN-PRICED Version</u>) |
| 12. Section XII | - Questionnaire |
| 13. Section XV | - Bank Guarantee Form for Performance Security |
| 14. Section XVI | - Contract Form |
| 15. Section XVII | - Letter of Authority for attending Bid opening |
| 16. Section XIX | - Proforma of Bills for payment |
| 17. Annexures – A, B, C, D, E ,F &G and Annexures 1 to 7 (Duly filled, signed and stamped wherever necessary) | |

Part - II - Price Bid (Financial Bid) - In the prescribed format duly filled, signed and stamped as per the following.

- | | |
|---------------|------------------|
| 1. Section XI | - Price Schedule |
|---------------|------------------|

All the pages of tender documents shall be duly filled wherever necessary, signed, stamped & submitted by the tenderer along with Techno-Commercial bid as a token of having read and accepted all the terms & conditions.

Authorised Signatory of the bidder firm with date)

(Seal)

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

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

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

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

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

"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
"H1, H2 etc"	means First Highest, Second Highest Offers etc in Disposal Tenders
Incoterms	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc"	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders.
"NSIC"	means National small industries corporation
"PQB"	means Pre qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "T D"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"BRBNMPL"	means Bharatiya Reserve Bank Note Mudran Private Limited
"SS I"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

2. Application

- 2.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.
- 2.2. General Conditions of the contract shall not be changed from one tender to other.
- 2.3. **Other Laws and Conditions that will govern the Contract:**

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

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

3. Use of contract documents and information

- 3.1. The supplier shall not, without BRBNMPL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of BRBNMPL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 3.2. During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.
- 3.3. Further, the supplier shall not, without BRBNMPL's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.
- 3.4. Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of BRBNMPL and, if advised by BRBNMPL, all copies of all such documents shall be returned to BRBNMPL on completion of the supplier's performance and obligations under this contract.

4. Patent Rights

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

5. Country of Origin

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

6. Performance Bond / Security

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

7. Technical Specifications and Standards

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

8. Packing and Marking

- 8.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.
- 8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V11 and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

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

- 9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.
- 9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6. BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by BRBNMPL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.
- 10. Terms of Delivery**
- 10.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 11. Transportation of Goods**
- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express / prior written consent of BRBNMPL.
- 11.2. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).
- 12. Insurance:**
- 12.1. Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 12.2. In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.
- 12.3. In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.4. In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.
- 13. Spare parts**
- 13.1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:
- 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
 - In case the production of the spare parts is discontinued:
 - sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
 - 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:
- Providing required jigs and tools for assembly, start-up and maintenance of the goods
 - Supplying required number of operation & maintenance manual for the goods
 - Installation and commissioning of the goods
 - Training of BRBNMPL's operators for operating and maintaining the goods
 - Providing after sales service during the tenure of the contract
 - 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):
- Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - Packing list;
 - Insurance certificate;
 - Railway receipt / Consignment note;
 - Manufacturer's guarantee certificate and in-house inspection certificate;
 - Inspection certificate issued by BRBNMPL's inspector
 - Expected date of arrival of goods at destination and
 - 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:
- Clean on Board Airway Bill/Bill of Lading (B/L)
 - Original Invoice
 - Packing List
 - Certificate of Origin from Seller's Chamber of Commerce
 - Certificate of Quality and current manufacture from OEM
 - Dangerous Cargo Certificate, if any.
 - Insurance Policy of 110% if CIF/CIF contract.
 - 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:
- Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
 - mode of packing,
 - incidental services to be provided by the supplier
 - mode of despatch,
 - place of delivery, and
 - any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 19.2.** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- 19.3. Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
- 20. Prices**
- 20.1.** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.
- 21. Taxes and Duties**
- 21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.
- 21.2.** Further instruction, if any, shall be as provided in the SCC.
- 22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:
- 22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.
- 22.2.** For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.
- 22.2.1.** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.

- 22.2.2. Where the terms of delivery is CIF destination / delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.
- 22.2.3. Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
- (a) For a contract with terms of delivery as FOR dispatching station
 - i. 60% on proof of dispatch along with other specified documents
 - ii. 30% on receipt of the goods at site by the consignee and balance
 - iii. 10% on successful installation and commissioning and acceptance by the user department
 - (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
 - i. 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
 - ii. 10% on successful installation and commissioning and acceptance by the consignee.
- 22.3. **For Imported Goods:** Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit {LC}.
- (a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier — 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
 - (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier — 80% to 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
 - (c) Payment of Agency Commission against FOB/FAS Contract — Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in terms of the contract.
- 22.4. Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- b)
 - c)
- 22.5. The payment shall be made in the currency / currencies authorized in the contract.
- 22.6. The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8. The important documents which the supplier is to furnish while claiming payment are:
- a) Original Invoice
 - b) Packing List
 - c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
 - d) Certificate of pre-dispatch inspection by BRBNMPL's representative/ nominee
 - e) Manufacturer's test certificate
 - f) Performance/ Warrantee Bond
 - g) Certificate of insurance
 - h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
 - i) Consignee's Certificate confirming receipt and acceptance of goods
 - j) Dangerous Cargo Certificate, if any, in case of imported goods.
- k) Any other document specified.
- 22.9. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL, BRBNMPL's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.
- 22.10. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
- "I/We, _____ certify that If We have not received back the Inspection Note duly received by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.
- 23. Delay in the supplier's performance**
- 23.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.
- 23.2. Subject to the provision under GGG clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
- imposition of liquidated damages,
forfeiture of its performance security and
Termination of the contract for default.
- 23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
 - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5.** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.
- 24. Liquidated damages**
- 24.1.** Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BRBNMPL shall, without prejudice to other rights and remedies available to BRBNMPL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.
- 25. Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor**
- 25.1.** Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.
- 25.2.** All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by BRBNMPL.
- 26. Termination for default**
- 26.1.** BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub-clauses 23.3 and 23.4.
- 26.2.** In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.
- 26.3.** Unless otherwise instructed by BRBNMPL, the supplier shall continue to perform the contract to the extent not terminated.
- 27. Termination for insolvency**
- 27.1.** If the supplier becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to BRBNMPL.
- 28. Force Majeure**
- 28.1.** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BRBNMPL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 28.2.** Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.3.** In case due to a Force Majeure event BRBNMPL is unable to fulfill its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
- 29. Termination for convenience**
- 29.1.** BRBNMPL reserves the right to terminate the contract, in whole or In part for its (BRBNMPL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BRBNMPL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 29.2.** The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BRBNMPL following the contract terms, conditions and prices. For the remaining goods and services, BRBNMPL may decide:
- a. to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b. to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.
- 30. Governing language**
- 30.1.** The contract shall be written in Hindi or English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
- 31. Notices**
- 31.1.** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 31.2.** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
- 32. Code of Ethics**
- BRBNMPL as well as Bidders, Suppliers, Contractors, and Consultants under BRBNMPL contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:
- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

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

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

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

33. Resolution of disputes

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

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

34. Applicable Law

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

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

35. Secrecy

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

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

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

Yours faithfully,

(_____)
Signature with date.

Seal

Name:

Section V: Special Conditions of Contract (SCC)

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

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

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

S. 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	Performance security is to be submitted for an amount equal to three per cent (3%) of the total value of the contract.
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	Not applicable to this tender
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	As per SCC section V – para 5- payment.
9	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
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru.
11	34-35	Applicable Law, Secrecy,	No Change
12	36	Disposal / Sale of Scrap by Tender	Not applicable to this tender

The following Special Conditions of Contract (SCC) will apply for this purchase. 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.

1. **Pre-Bid Visit:** The bidders are advised to visit the site to understand about scope of work, volume of work and any doubt/clarification may be cleared /done before submitting their offers. Any claim of ignorance about the system shall not be entertained in later stage.
 2. **Estimated Value:** The estimated value for this work is **Rs. 9,00,000/-** (approx) (Rupees Nine Lakhs only).
 3. **Time schedule:** work shall be completed as per the delivery schedule mentioned in Section VI List of Requirements in stipulated phases in accordance to the instructions of BRBNMPL. The total time period as specified above for the completion of the job is to be strictly maintained and is the essence of the order.
 4. **Contract Price:** The price/ rate should be firm for the contract period and there should be no variation/escalation on any account except regarding GST. Payment will be made as per the actual quantity installed, after joint measurement.
 5. **Payment:**
 - 10% of total work order value will be paid on successful completion of Survey and submission of all reports as per the scope of work under Survey at Section VII and acceptance by BRBNMPL.
 - 50% of total work order value will be paid on successful completion of Design and submission of all reports, documents as per the scope of work under Design at Section VII and acceptance by BRBNMPL.
 - Balance 40% of total work order value and additional inspection costs if any will be paid on successful completion of System tests and submission of all reports, documents as per the scope of work under System test at Section VII and completion of installation, commissioning of Fire Alarm project at BRBNMPL, Mysuru.
- DD/RTGS/NEFT charges shall be borne by Supplier. For RTGS/NEFT payment Supplier may forward Bank Mandate and other details along-with invoice for immediate e-payment. Bidder has to furnish the price-break-up including the tax components. Any increase in Statutory rates after opening the tender will be paid extra against documentary evidence. **Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same will have to be borne by the supplier.** The Agency/ Contractor should submit certified copy of wages/ Attendance register, ESI & PF Challans along with ECRs statement, submitting the bill for installation /commissioning of equipment, original to be submit as and when called by the Authority.
6. **Statutory Deductions:** Statutory deductions such as GST, Income Tax etc. as applicable shall be effected while making payment.
 7. **Performance Security:** Performance Bank Guarantee/ Security Deposit for 3% of the order Value shall be furnished by the Contractor Within twenty-one days after the issue of Work Order/ Notification of award of Contract by BRBNMPL, valid up to Sixty days after the date of completion of all contractual obligations, including warranty period (if any). (Please refer GCC Clause 6 under Section IV).
 8. **Liquidated damage:** For any delay beyond the time specified for completion of work, LD @ 0.5% of prices of non-supplied/service shall be levied per week on part thereof, subject to maximum of 10% of Balance works / un delivered goods / service. Quantum of liquidated damages assessed and levied by BRBNMPL shall be final and not challengeable by the supplier / contractor.

9. **Statutory requirements:** The Contactor should comply with all statutory provisions as applicable. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractor has to provide all statutory welfare measures for their workers. The Labourers to be engaged/ deployed should not be less than 18 year of age as per the provisions of Factories Act 1948. They should be in sound health.

Minimum Wages Act 1948, ESI Act 1948, EPF & MP Act 1952, Factories Act 1948, Karnataka Factories Rule 1969, Employee's Compensation Act 1923, Contract Labour (R & A) Act 1971, Payment of wages Act 1936 etc. ,including any enactment made by the Governments or modification thereof or any other law/s relating thereto and rules framed there under from time to time.

The labour engaged by the Contractor/Agency should be covered under ESI & PF code number. In-case out of ceiling limit of under ESI, they should be covered under Employees Workmen Compensation Act.

10. **Supervision:** The Contractor or his supervisor should be present at the work spot. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor and shall confine to all the labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
11. **Materials:** BRBNMPL shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect.
12. **Quantum of work:** Quantities mentioned in the schedule of items are as per the prevailing condition & requirement and may vary during the execution of work. Any such variance will be accounted and paid as per the quoted rates.
13. **Penalties:** In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management is reserves the rights to levy Penalty as mentioned below:
- In case the Tenderer not carried out the work as per the Terms and Conditions of the work order, not complied with the statutory requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the BRBNMPL Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.
14. **Safety & Security Measures:**
- The contractor should scrupulously conform to the safety and security norms as stipulated by BRBNMPL while working in the security area.
 - The contractor shall take all the precaution while executing this work. Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his workers at site. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site
 - BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes.
 - While applying for pass, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been

- requested. ESI / medical coverage policy No is mandatory for applying for gate pass. The details shall be submitted in the prescribed format.
- e) Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.
15. **Accommodation:** No accommodation will be provided; Contractor has to make his own arrangements.
16. **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 us.
17. **BIDS** submitted not in accordance with the above guidelines & with counter conditions will be liable for rejection. 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.

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	“Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru”.	As per section XI price schedule	As per BOQ	NIL (Bidders have to submit Bid security declaration in lieu of EMD as per Annexure-G on the bidder firm/company letter head)

Required Delivery Schedule: The consultancy should be provided till completion of installation & commissioning of Fire Alarm System at BRBNMPL, Mysuru. Detailed delivery schedule is as below.

Sl.No.	Work description	Delivery Schedule
1	Detailed site survey	Within 15 days from the date of issue of LOI/ Work order
2	Submission of survey reports and drawings as per the scope of work under Survey at Section VII	Within 15 days from the date of Survey
3	Design of Fire Alarm System and submission of all documents, drawings, specifications, BOQ etc and reports as per the scope of work under Design at Section VII	Within 45 days from the date of acceptance of Survey reports by BRBNMPL.
4	Consultancy in tender floating and technical evaluation	Shall provide consultancy as and when sought by BRBNMPL if required.
5	Testing as per the scope of work under System tests at Section VII	Shall conduct testing and inspection as and when sought by BRBNMPL in line with the progress / stages of installation & commissioning of Fire Alarm System.
6	Inspection	Shall conduct inspection and submit inspection report within two working days after intimated by BRBNMPL in line with the progress / stages of installation & commissioning of Fire Alarm System.

Location details for the Work: - BRBNMPL, Mysuru.

Destination: F.O.R. BRBNMPL, Mysuru basis. The material has to be delivered and unloaded at our work site.

Address: GENERAL MANAGER
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar, Mysuru - 570 003

Section VII: Scope of Work and Technical Specification

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. The Company intends to hire Consultancy Service for its printing press at Mysuru, for the proposed project of upgrading / replacing the existing fire alarm system in main press with latest technology, non-proprietary fire alarm system and installation of additional fire detectors at other utility buildings like DG house, AC plants, Training Centre etc., and integrating to the new system. The task would be executed by understanding the Company's existing Fire alarm system, Survey, Design, System Tests and Submission of reports / documents for implementing the new solution.

A) Scope of Work:

Consultancy Service for the project of upgrading / replacing the existing fire alarm system in main press with latest technology, non-proprietary fire alarm system and installation of additional fire detectors at other utility buildings like DG house, AC plants, Training Centre etc., and integrating to the new system.

The consultancy services comprises the planning, design, preparation of generic specification, BOQ for bid documents, preparation of scope of work, detailed estimate, supervision & inspection at different stages of project till completion,

Solution for integrating existing standalone Fire alarm systems to the new installed system.

The scope of consultancy services includes_

- I) Survey
- II) Design
- III) System Tests
- IV) Submission of reports / documents for the above.

Details of Existing Fire Alarm System:

- 1) Fire Alarm Control Panel Honeywell make XLS-1000, Honeywell make XLS-200
- 2) Software, Honeywell make, EBI, Version R410 with server & client stations.
- 3) And associated Honeywell make : Photo detectors, Ion detectors, Heat detectors, Smoke detectors, Manual call points, Flash Cum Hooter, Beam detectors, PA System Amplifiers, PA System speakers

The Fire detectors at plant and admin building detects the smoke generation if any , once the particular detector gets latched due to fire incidence, the system generates sound alarm through speakers installed all around plant. The alarm that gets generated will also get reflected in client PC located fire station which is inside BRBNMPL and in server at control room as well.

D) Survey:

Detailed survey of installed Fire alarm system shall be done to study the requirements of up gradation / replacing with new Fire alarm system.

- 1) To identify all existing fire detection system components.
- 2) To identify the system components, can be reused in the new system including cables.
- 3) To identify new fire detector requirements for utility buildings.
- 4) To identify building systems and components that requires monitoring (duct work, air handlers, etc.) by the fire detection system.
- 5) To identify appropriate space requirements for installation of all control panels, other equipment of proposed Fire alarm system to meet BRBNMPL's requirements.
- 6) To identify power & backup requirements of proposed system.
- 7) Based on the survey, a detailed report of proposed Fire alarm system requirements like
 - System configuration with major component details
 - List of System components which can be reused in the proposed system.
 - Approx. quantity of detectors required (type wise & location wise)
 - Power / back up requirements
 - Location wise Layout drawings indicating all components like modules, detectors, strobe, panel, MCP etc.

II) Design:

Design of proposed Fire alarm system of latest technology and preparation of standard and generic specifications for all components of proposed system like modules, detectors, strobe, panel, MCP etc. and also miscellaneous items like cables, housing cabinets, casing etc . Designed system shall be of robust, reliable and with easy maintenance. System shall be designed for expansion if any in future.

- 1) Designed system shall comply with the requirements of latest IS standards of Fire alarm detection system.
- 2) Design shall include for fire alarm system protection from electrical surges, spikes, sags, over-voltages, internal shorts, brownouts, and electrical noise etc.,
- 3) The proposed system shall have addressability of devices and notifications made to the building fire alarm control panels and the facility main fire alarm remote station panel.
- 4) All programmable devices must be able to have their addresses set without special equipment, tools, or programs. Replacement / addition of any devices must be open and shall not have any proprietary intervention.
- 5) BOQ design for the proposed system shall include all components with generic specification and quantity required for each item.
- 6) List of preferred makes & models for all items of proposed system shall be submitted. For each item, minimum three equivalent standard / reputed makes & models with supporting data sheets shall be submitted. Product selection shall be with min. 10 years spare support.
- 7) Suitable battery backup with charging shall be designed for the entire system for a backup time of min. 60 min.
- 8) The building fire alarm panel, annunciators, all power supplies, addressable circuit, audible circuit, visual circuit, amplifier, etc. shall be designed to have 25% spare capacity. System operating hardware shall be functionally expandable by installing additional solid state plug-in modules. Note that the installation of additional plug-in modules shall not require the replacement of existing equipment, components, or accessories.
- 9) Design shall comply for Carbon monoxide detection.

- 10) Design shall comply for Key overrides that bypass the system in each building / location/panel.
- 11) For tender document preparation all supporting data required shall be provided like
- Scope of work
 - General System requirements
 - Technical specifications of Fire Alarm System in General
 - Detailed Technical specifications of all system components.
 - Detailed BOQ & estimation
 - List of documents
 - List of Drawings
 - List of latest Standards for items, workmanship
 - List of training needs
 - List of other general conditions pertained to Fire alarm System
 - Design of battery backup with supporting documents like drawings / data sheets
- 12) Shall provide assistance during technical evaluation of tenders by providing required technical data if any for evaluating the bids.
- 13) Shall obtain all statutory approvals from the local administrates like Fire dept. etc., required for installation of Fire Alarm System at BRBNML, Mysuru.

III) System Tests:

- 1) A written “Acceptance Test Procedure” (ATP) for testing the new fire detection system and components, as applicable, shall be prepared by the Consultant in accordance with all applicable codes and standards and included in the specification.
- 2) Consultant shall inspect the site during various phases like
 - site preparation
 - Cable laying
 - Installation
 - Testing
 - Commissioning
- 3) Consultant shall validate the acceptance tests carried out after successful installation.
- 4) The Consultant shall identify the relevant system / operational training to be provided by the supplier.

It is also under scope of consultancy to identify and execute activities which are required for the effective planning, supervision and upkeep including the tendering phase and providing of assistance in the evaluation of technical bids submitted by the prospective bidders subsequent to the tender.

B) Bill of quantities (BOQ):(For Detailed specifications Section VII may be referred):

Sl.No.	Description of work	Unit	Qty
1	<p>Survey as per the detailed specifications at Section VII including submission of detailed reports of proposed Fire alarm system :</p> <ol style="list-style-type: none"> 1) System configuration with major component details 2) List of System components which can be reused in the proposed system. 3) Approx. quantity of detectors required (type wise & location wise) 4) Power / back up requirements 5) Location wise Layout drawings indicating all components like modules, detectors, strobe, panel, MCP etc. 	Lot	1
2	<p>Design as per the detailed specifications at Section VII including submission of required reports / drawings.</p> <ol style="list-style-type: none"> 1) Scope of work 2) General System requirements 3) Technical specifications of Fire Alarm System in General 4) Detailed Technical specifications of all system components. 5) Detailed BOQ & estimation 6) List of documents 7) List of Drawings 8) List of latest Standards for items, workmanship 9) List of training needs 10) List of other general conditions pertained to Fire alarm System 11) Design of battery backup with supporting documents like drawings / data sheets 		
3	<p>System tests as per the detailed specifications at Section VII including inspection at stages</p> <ol style="list-style-type: none"> 1) Site preparation 2) Cable laying 3) Installation 4) Testing 5) Commissioning 		
4	Additional inspection visits as per the requirement		

Compliance Statement for Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru [Bidder shall fill and tick the following format and submit along with technical bid.]

We will provide consultancy strictly as per specifications & compliance statement given below

A. COMPLIANCE STATEMENT – TECHNICAL & SCOPE OF WORK

Sl.No.	Description of work	Compliance (Yes/No)
1	<p><u>Survey:</u> Detailed survey of installed Fire alarm system shall be done to study the requirements of up gradation / replacing with new Fire alarm system.</p> <ol style="list-style-type: none"> 1) To identify all existing fire detection system components. 2) To identify the system components, can be reused in the new system including cables. 3) To identify new fire detector requirements for utility buildings. 4) To identify building systems and components that requires monitoring (duct work, air handlers, etc.) by the fire detection system. 5) To identify appropriate space requirements for installation of all control panels, other equipment of proposed Fire alarm system to meet BRBNMPL’s requirements. 6) To identify power & backup requirements of proposed system. 7) Based on the survey, a detailed report of proposed Fire alarm system requirements like <ul style="list-style-type: none"> ➤ System configuration with major component details ➤ List of System components which can be reused in the proposed system. ➤ Approx. quantity of detectors required (type wise & location wise) ➤ Power / back up requirements ➤ Location wise Layout drawings indicating all components like modules, detectors, strobe, panel, MCP etc. 	
2	<p><u>Design:</u> Design of proposed Fire alarm system of latest technology and preparation of standard and generic specifications for all components of proposed system like modules, detectors, strobe, panel, MCP etc. and also miscellaneous items like cables, housing cabinets, casing etc . Designed system shall be of robust, reliable and with easy maintenance. System shall be designed for expansion if any in future.</p>	

	<ol style="list-style-type: none"> 1) Designed system shall comply with the requirements of latest IS standards of Fire alarm detection system. 2) Design shall include for fire alarm system protection from electrical surges, spikes, sags, over-voltages, internal shorts, brownouts, and electrical noise etc., 3) The proposed system shall have addressability of devices and notifications made to the building fire alarm control panels and the facility main fire alarm remote station panel. 4) All programmable devices must be able to have their addresses set without special equipment, tools, or programs. Replacement / addition of any devices must be open and shall not have any proprietary intervention. 5) BOQ design for the proposed system shall include all components with generic specification and quantity required for each item. 6) List of preferred makes & models for all items of proposed system shall be submitted. For each item, minimum three equivalent standard / reputed makes & models with supporting data sheets shall be submitted. Product selection shall be with min. 10 years spare support. 7) Suitable battery backup with charging shall be designed for the entire system for a backup time of min. 60 min. 8) The building fire alarm panel, annunciators, and each power supply, addressable circuit, audible circuit, visual circuit, amplifier, etc. shall be designed to have 25% spare capacity. System operating hardware shall be functionally expandable by installing additional solid state plug-in modules. Note that the installation of additional plug-in modules shall not require the replacement of existing equipment, components, or accessories. 9) Design shall comply for Carbon monoxide detection. 10) Design shall comply for Key overrides that bypass the system in each building / location/panel. 11) For tender document preparation all supporting data required shall be provided like <ul style="list-style-type: none"> ➤ Scope of work ➤ General System requirements ➤ Technical specifications of Fire Alarm System in General ➤ Detailed Technical specifications of all system components. 	
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	<ul style="list-style-type: none"> ➤ Detailed BOQ & estimation ➤ List of documents ➤ List of Drawings ➤ List of latest Standards for items, workmanship ➤ List of training needs ➤ List of other general conditions pertained to Fire alarm System ➤ Design of battery backup with supporting documents like drawings / data sheets <p>12) Shall provide assistance during technical evaluation of tenders by providing required technical data if any for evaluating the bids.</p>	
3	<p><u>System Tests:</u> A written “Acceptance Test Procedure” (ATP) for testing the new fire detection system and components, as applicable, shall be prepared in accordance with all applicable codes and standards and included in the specification.</p> <p>1) Consultant shall inspect the site during various phases like</p> <ul style="list-style-type: none"> ➤ site preparation ➤ Cable laying ➤ Installation ➤ Testing ➤ Commissioning <p>2) Consultant shall validate the acceptance tests carried out after successful installation.</p> <p>3) The Consultant shall identify the relevant system / operational training to be provided by the supplier.</p>	
4	To identify and execute activities which are required for the effective planning, supervision and upkeep including the tendering phase and providing of assistance in the evaluation of technical bids submitted by the prospective bidders subsequent to the tender.	

B. COMPLIANCE STATEMENT - COMMERCIAL

Sl. No.	Description	Compliance (Yes/No)
1	Delivery Period as mentioned in tender : (As mentioned in Section – VI – “List of Requirements”).	
2	Performance Security Clause as mentioned in tender –Section V ref. Sl. No.7 of SCC	
3	Warranty for the total work is one year from the date of completion of work	
4	Payment terms as mentioned in tender (Section V ref. Sl. No.5 of SCC)	

5	Validity of offer 120 days from date of opening of tender	
6	We confirm that the price quoted will be valid till the completion of work and will remain firm and there will not be any price escalation during the entire tenure and completion of Contract.	
7	Liquidated Damage Clause as mentioned in tender (Section V ref. Sl. No.8 of SCC)	
8	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) and confirm that we don't have counter conditions. We also understand that offer with counter conditions is liable for rejection.	
9	We have also noted that BRBNMPL is not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry (ref. Section X)	
10	We will abide by all the safety and security norms of BRBNMPL	

Section VIII: Quality Control Requirements

1. The items supplied / service rendered under this contract shall be of good quality and workmanship strictly as per specifications mentioned in schedule of items Section VII.
2. Any items found to be defective or sub-standard will be rejected.
3. Any defect in quality of workmanship shall be corrected or re-worked to the satisfaction of BRBNMPL

Section IX: Qualification/ Eligibility Criteria

I. Financial Soundness:

- a) Average Annual turnover of the bidder during last three years ending 31/03/2020 should be more than Rs.2.7 Lakhs and it should be reflected in audited financial report for the said period.
- b) Bidders should not have suffered any financial loss for more than one year during last three years ending 31/03/2020.
- c) The net worth of the firm should not have eroded by more than 30% year-on-year in the last three years ending 31/03/2020.
- d) Where financial standing of the bidder company is not strong enough to meet its obligations under the tender and it has taken support from its Holding Company for participating in the tender, the Holding Company shall give its support by way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- e) The amount of Bank Guarantee by Holding Company shall be equal to the amount of Bank Guarantee prescribe in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders.
- f) Bank Guarantee and undertaking to be obtained from the Holding/ Parent Company are enclosed (Annexure - E &F).
- g) The bidders will be required to submit a self-certified statement of their turnover, net worth and profit and loss and details to be filled as per Section XII.
- h) The bidders are also required to submit the self-certified Income Tax Return (IT) copies of Financial year 2017-18, 2018-19 and 2019-20 along with copy of Acknowledgement.

II. Experience:

Contractor shall have successfully completed similar works during last five years ending 30/03/2021 shall be either of the following,

Three similar completed works costing not less than the amount equal to Rs. 3.6 lakhs.

Or

Two similar completed works costing not less than the amount equal to Rs. 4.5 lakhs.

Or

One similar completed work costing not less than the amount equal to Rs.7.2 lakhs.

Note : "Similar works means Consultancy Service for installation of fire alarm system"

III. Copies of Certificates / Statement/order executed shall be submitted for experience.

IV. Declaration regarding Non- blacklisting and Confidentiality statement as per Annexure "A" is duly signed & submitted.

Section X: Tender Form

Date

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

Ref: Your Tender No: **020/MYS/MAINT (U)/2021-22, dated 14/06/2021**

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (description of goods and services) in conformity with your above referred document 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 up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of _____
For & on behalf of

(Signature with date)

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

.....

(To be submitted in Contractor's letterhead)
Section XI: Price Schedule

From

To
The General Manager
BRBNMPL,
Mysuru -570 003

Sub: Price Bid for “Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru”

Ref: Your Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021

We have received your tender enquiry (from Section I to XVII) cited and are pleased to enclose the following as our commercial bid for your kind consideration.

Sl.No.	Description of work	Unit	Qty	Rate per unit	GST @ — %	Amount
1	Survey as per the detailed specification and submission of reports as mentioned at Section VII	Lot	1			
2	Design as per the detailed specification and submission of reports as mentioned at Section VII	Lot	1			
3	System tests as per the detailed specification and submission of reports as mentioned at Section VII	Lot	1			
4	Additional inspection and submission of report as required	EA	1			
Total						

In words (Rs.only)

Thanking you,
Yours faithfully,

Seal

()
Name:
Signature with date.

Note:

1. Tender Enquiry will be finalised on overall Lowest (L1) quoted price basis.

2. We confirm that, the price quoted will be valid till the completion of entire quantity and also confirm that, the rates quoted is inclusive of taxes as applicable and will remain firm & binding, no escalation on above on any account shall be admissible during the currency period of contract except for changes in statutory payments, for which documentary proof should be attached for claiming escalation, if any.
3. Price should be quoted exactly as per the format given above. Multiple rates for single item, would lead to rejection of offer.
4. Price bids with conditions /Counter conditions are liable for rejection.
5. Bidders are required to quote the price within 2 Decimal Place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.
6. Bidders mentioning the price quoted for offered item/s in any place other than Price - Bid (PART-II) are liable for rejection of their bid.
7. Bidders are advised to sign on all the pages of the Price Bid.

Thanking you,

Yours faithfully,

()

Seal

Name

Signature with Date

Section XII –TECHNICAL BID/QUESTIONNAIRE

From,

To
The General Manager,
BRBNMPL, NOTE MUDRAN NAGAR
MYSURU - 570 003

Dear Sir,

Sub: Technical bid “Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru”

Reference: Your Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021

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

1. Our company's profile.

Sl. No	Name & Status of Firm	GST No. (Copy Enclosed)	Income Tax PAN No. (Copy Enclosed)	Banker & their Address	NSIC or DGS&D /MSME. (Copy Enclosed)

2. Documents in support of eligibility criteria :

a) Financial Soundness:

Sl. No	Description	2017-18	2018-19	2019-20
1	Annual Turnover			
2	Net profit			
3	Net worth of the firm			

(To be filled by tenderer. Please don't write like “attached” or “refer”) and certificate issued by chartered accountant in the above format has to be enclosed.

b) Experience.

Sl. No	Company Name	Work order No & Date	Details of work	Order Value	Date of completion
1					
2					
3					
4					

(To be filled by tenderer. Please don't write like “attached” or “refer”)

Note: Please fill the details of the documentary proofs enclosed in the above tables

(To be submitted along with Technical Bid)

A. Compliance Statement- General
(Please fill this and attach with technical bid)

Sl. No	Description	BRBNMPL Requirement	Our Offer	Deviations, If any.
1)	Cost of Tender document	Rs.500/-	-----	
2)	Tender Document Section I to Section XVII duly sealed and signed along with Annexure : A –G Annexure : 1-4	Sealed and Signed	Enclosed / Not Enclosed	
3)	Technical Bid –Section XII (Duly filled)	Sealed and Signed	Enclosed / Not Enclosed	
4)	Details of experience	Attach Copies of Work order/ Purchase Order	Enclosed / Not Enclosed	
5)	Scope of Work (Section VII: Scope of Work and Technical Specification)	Sealed and Signed	Accepted / Not Acceptable	
6)	Financial Standing	Attach Copies of audited account statement	Enclosed / Not Enclosed	
7)	Documents related to statutory requirements	Attach Copies	Enclosed / Not Enclosed	
8)	PAN Card copy	Attach copy	Enclosed / Not Enclosed	
9)	Copy of GST registration certificate	Attach copy	Enclosed / Not Enclosed	
10)	Details of Annexure B (Form No. E-5 NEFT)	Attach copy	Enclosed / Not Enclosed	

Seal

()
Name
Signature with date.

Section XIV: Manufacturer's Authorization Form

Not applicable to this tender

SECTION XV: Bank Guarantee Form for Performance Security

_____ [Insert Bank’s Name, and Address of Issuing Branch or Office)

Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date:-----

Performance Guarantee No.-----

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

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

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

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

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

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

This guarantee will remain in force for a period of Sixty days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

Contract No dated

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

1. Name & address of the Supplier:

2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL

3. Supplier's Tender No. dated and subsequent communication(s) No. dated (If any), exchanged between the supplier and BRBNMPL in connection with this tender

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

- 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 (In Rs.)

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

Total value (in figure) (In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
- (b) Designation and address of BRBNMPL's inspecting officer

(v) Destination and dispatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

(Signature, name and address of BRBNMPL's authorized official)

For and on behalf of

Received and accepted this contract

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

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

Section XVII: Letter of Authority for attending a Bid Opening
(Refer to clause 24.2 of GIT)

The General Manager
BRBNMPL
Note Mudran Nagar
Mysuru-570003

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

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

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

Note:

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

To Whomsoever It May Concern

This is to confirm that We M/shave not been blacklisted / debarred by BRBNMPL / PSU / Government of India in past 5 years.

Dated thisday of

For & on behalf of

(Seal & signature with date)

(Name and Designation)

Duly authorized to Sign tender

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

Confidentiality Statement

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

Dated thisday of

For & on behalf of

(Seal & signature with date)

(Name and Designation)

Duly authorized to Sign tender

Annexure B

Form No. E-5

Appendix – VIII

NATIONAL ELECTRONIC FUND TRANSFER

Model Mandate Form

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

Name of the Scheme and the periodicity of payment

No.

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

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

(.....)
Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date: (.....)

Signature of the authorized official of the Bank

Annexure C

MYS/FF/SEC/F/01/02

Department / Section.....

APPROVAL FOR VISITORS/ CONTRACTORS

The Following persons / officials will be visiting the Printing / Finishing section / Stores
Between _____ hrs and _____ hrs on / From _____ to _____
our press.

Work Order / Purchase Order No.-----Dated-----

SL NO.	NAME	ADDRESS	ESI/UAN/PEHCHAN CARD No.*	PURPOSE OF VISIT

The below mentioned materials required for the work may also be permitted to be taken inside
on Returnable / Non-Returnable basis.

1. Laptop 2. Compact Discs - Nos. 3. Camera 4. Others (specify)

If approved, they may be permitted to visit the shop floor. One representative namely
_____ from Printing / Finishing / Maintenance section will accompany the
visitor /s.

Section In-charge / Manager

AGM

DGM

GM

In-charge (Security Section)

Note: * OEM's/ Foreigners on duty at BRBNMPL shall declare their medical coverage document. The permit entry shall not be exceeding work order/Purchase order validity date.

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

(To be filled in the Company letter head)

Date:

Sl No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I local supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I local supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor/ authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Are your registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.

Sl No	Particulars	Details
	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	In case you are both a valid MSE bidder and Class-I local supplier (Make in India Policy), please give your preference. (Please tick any one)	<input type="checkbox"/> MSE <input type="checkbox"/> Class-I local supplier
	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender
<p>Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.</p> <p>I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.</p>		

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

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

B. Categorisation of Start-up Companies

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

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

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

- a. We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b. We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.

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

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

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

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

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

Annexure-E

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

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

Date: _____

Name and Address of the Beneficiary:

The General Manager
Bharatiya Reserve Bank Note Mudran Private Limited
Note Mudran Nagar
Mysuru-570003

Name / Number of Tender/Contract: _____

Performance Bank Guarantee No. : _____

Performance Bank Guarantee Value: _____

Performance Bank Guarantee Validity: _____

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

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

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

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

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

This Guarantee shall apply and be supplemental to the Contract as amended, modified or varied by you and the Bidder from time to time. The Holding Company hereby

authorizes the Bidder to agree to any such amendment, modification or variation, the due performance and compliance with which the Bidder is guaranteed herein. The Holding Company's obligations and liabilities under this Guarantee shall not be discharged by any allowance of time or other indulgence whatsoever.

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

This unconditional and irrevocable Guarantee shall remain in full force and effect until all of the Bidder's duties, obligations (including warranty obligations) and liabilities under the contract have been discharged, of which you will be the sole judge and for a further period of 90 (Ninety) days thereafter or 90 (Ninety) days from the date of earlier termination of the Contract and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank

_____ (Name)

_____ (Designation)

Seal and Address of the Bank

Annexure-F
Undertaking to provide financial support to our wholly owned subsidiary
(ON THE LETTER HEAD OF THE HOLDING COMPANY)

Ref. :- _____
Date: _____

To,

The General Manager
Bharatiya Reserve Bank Note Mudran Private Limited
Note Mudran Nagar
Mysuru-570003

Dear Sir,

Undertaking to provide financial support to our wholly owned subsidiary

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

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

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

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

_____ (Name)

_____ (Designation)

Enclosures: -

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

Annexure-G

Bid security declaration From Bidders in lieu of EMD

(To be submitted on letterhead of Bidder firm/company)

(i) After examining/ reviewing provisions of above referred tender documents (including all corrigendum/ amendments), I/ We, the authorized signatory of M/s. participating in the **Tender No: 020/MYS/MAINT (U)/2021-22, dated 14/06/2021 for “Consultancy Service for upgrading / replacing the existing fire alarm system at BRBNMPL, Mysuru ”** hereby declare that I/ we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and No EMD being deposited for the said Tender.

(ii) In the event, if

- (a) I/ We withdraw/ modify our bid during the period of bid validity OR,
- (b) I/We fail to execute formal contract agreement within the given timeline OR,
- (c) I/We fail to submit a performance security within the given timeline,

I/ We will be suspended from being eligible for bidding/ award of all future contract(s) for the period as may be decided by Bharatiya Reserve Bank Note Mudran Private Limited for such breach.

Dated this _____ day of _____

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

Name of Authorise Signatory:

Designation: (Seal)

Annexure-1

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

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

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

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

Contd.....2

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- d. Procedure for purchase preference to ‘Class-I local supplier’ applicable for procurement scenario 2 in para 3 above is explained below in brief (*para 3A (b) and (c) of order*) : -
- i. Procurement of Goods and Works which are *divisible* in nature (e.g. consumables): -
- If L1 is ‘Class-I local supplier’ – 100% awarded to L1
 - If L1 is *not* ‘Class-I local supplier’ – 50% awarded to L1
 - Remaining 50% awarded to lowest bidder among ‘Class-I local supplier’ falling within L1+20% subject to matching L1 price
 - If unable to match L1 price or accepts less than offered quantity, next lowest ‘Class-I local supplier’ bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is left uncovered on ‘Class-I local supplier’, then such balance quantity can be ordered on the original L1 bidder
- ii. Procurement of Goods and Works which are *not divisible* in nature (e.g. Varnish Plant) and procurement of Services where bid is evaluated on price alone: -
- If L1 is ‘Class-I local supplier’ – 100% awarded to L1
 - If L1 is *not* ‘Class-I local supplier’
 - Lowest bidder among ‘Class-I local supplier’ falling within L1+20% is invited to match L1 price – contract awarded subject to matching L1 price
 - If unable to match L1 price, next lowest ‘Class-I local supplier’ bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - If none of the ‘Class-I local supplier’ bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder
- e. **Local Content :**
- Minimum local content, definition of local content, classifications of suppliers (as per para 2 of DPIIT order),
 - Margin of purchase preference (para 6 of DPIIT order),
 - Procedure for purchase preference (para 3A (b) & (c) of DPIIT order, as applicable),
 - Verification of local content: Verification of local content will be as per “para 9” (a) & (b) of DPIIT order No. P-45021/2/2017-B.E.-II dated 04.06.2020.

The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (**as per format given below on the manufacturers company letter**

Contd.....3

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head) that the item required to indicate percentage of the local content requirement for Class-I local supplier/Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local addition is made.

“We _____ (Name of Manufacturer/Supplier) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

In cases of procurement for a value in excess of Rs.10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- False declarations (para 9 (f) & (g) of DPIIT order) :

False declarations will be breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

- Relaxations in Eligibility Criteria (para 10 (a) & (b) of DPIIT) order) No. P-45021/2/2017-B.E.-II dated 04.06.2020.

Bidders under Make in India scheme are exempted to provide any proof of supply in other countries or proof of exports w.r.t. experience and past performance criteria, subject to meeting of quality and technical specifications mentioned in this Tender.

- f. Besides above, the bidders have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM [as per Annexure-5]*.

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

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

- a) MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
- District Industries Centers (DIC)
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME (MoMSME)
 - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
- b) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original **notarised copy of the DIC certificate**.
- c) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- d) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
- e) **Manufacturer for tendered items / Service provider of tendered services:** The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.

Contd.....2

Page 2 Contd. from Annexure-2

- f) The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & Tender fees.
- g) **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- h) However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises.
- i) Items which are reserved for exclusive purchase from MSEs shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
- j) Subject to meeting terms and conditions stated in the tender document, *at least 25%* of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
- k) In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
- l) In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
- m) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- n) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- o) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- p) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who

has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.

q) For more clarity in this regard, following table is furnished: -

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

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

Contd.....3

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- In case of Proprietary MSE, proprietor(s) shall be Women
 - In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by Women promoters
- v) Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM [as per Annexure-5]*.

CONDITIONS FOR START-UP COMPANIES

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

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

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

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

Examples of Purchase Preference:

a. Non divisible item

L1 bidder is neither MSE nor Class-I local supplier

L2 bidder is Class-I local supplier (within L1 + 20%)

L3 bidder is MSE bidder (within L1 + 15%)

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

Contd.....2

b. Divisible item

L1 bidder is neither MSE nor Class-I local supplier

L2 bidder is Class-I local supplier (within L1 + 20%)

L3 bidder is MSE bidder (within L1 + 15%)

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

Note:

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

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