BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt) LIMITED

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132



NATIONAL COMPETITIVE BID (NCB) (Procurement of Goods)

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

TENDER ENQUIRY No. 06/SAL/MMD-MAINT/ 2021-22

(NOT TRANSFERABLE)

Security Classification: Security

By Speed post / Courier service/Downloaded from website

BNM No.: /(S) 07.07.05/2021- 22	Last Date & Time for submission of tender:	09/08/2021 up to 11.30 AM
Dated: 10/07/2021	Tender opening Date & Time:	10/08/2021 at 11.45 AM
Cost of Tender form: Rs. 2,500/-	Earnest Money Deposit (EMD): NIL (to be submitted as per	`

Sub: Enquiry for "DESIGN, SUPPLY, INSTALLATION & COMMISSIOINING OF IP CCTV SYSTEM"

This tender document contains: 201 Pages

The tender document is sold to/downloaded by [Name of bidder]:

M/s
Address_
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Details of Contact person in BRBNMPL regarding this tender:

Name: A. K. Srivastava	Name: Prabhat Kumar
Designation: Deputy General Manager	Designation: Assistant General Manager
E-mail: aksrivastava@brbnmpl.co.in	E-mail: <u>prabhatkumar@brbnmpl.co.in</u>
P1 0000E 000040 000040 00040(E43(000	27 20022 20074

Phone: 03227-280212, 280213, 280496; FAX: 03227-280222, 280744

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

The General Manager

Bharatiya Reserve Bank Note Mudran Private Limited P.O. RBNML, Salboni, Dist. Paschim Medinipur, West Bengal - 721132 Email:salbonipress@brbnmpl.co.in

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$\frac{\text{TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION \& COMMISSIONING OF IP CCTV SYSTEM,}}{\text{AT BRBNMPL, SALBONI.}}$

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Annexure – "C"	Bid Security Declaration	Enclosed
Annexure – "D"	Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'	Not Applicable
Annexure - "E"	Conditions for Start - up	Not Applicable
Annexure – "F"	Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017'	Enclosed
Annexure – "G"	Procedure to be adopted when the bidder qualifies as both MSE and Class-I local supplier	Enclosed
Annexure - "H"	Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with	Not Applicable
Annexure - "I"	GST Registration Details Enclosed	
Annexure – "J"	Performance bank guarantee issued on behalf of holding company	Enclosed
Annexure – "K"	Undertaking to provide financial support	Enclosed
Annexure – "L"	Declaration of Financial standings	Enclosed
Annexure – "M"	Undertaking for Security deposit	Enclosed
Annexure - "N"	Service Level Agreement (SLA)	Enclosed
	Checklist for Tenderers	Enclosed

Section I: Notice Inviting Tender (NIT)

Bharatiya Reserve Bank Note Mudran Private Limited P.O. RBNML, Salboni, Dist. Paschim Medinipur, West Bengal – 721132 Phone No.03227-280176 & 280317, Fax: 03227-280744; 03227-280222 Website: www.brbnmpl.co.in Email:salbonipress@brbnmpl.co.in

TENDER ENQUIRY No. 06/SAL/MMD-MAINT/2021-22

Date: 10/07/2021

(NOT TRANSFERABLE)

TENDER ENQUIRY FOR DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM

Dear Sirs,

01.The General Manager, BRBNMPL, Salboni, invites sealed tenders from Manufacturers/ System Integrators of the tendered item in the enclosed formats under <u>Two bid system</u> (Techno- commercial bid and Price bid) for Supply and Installation of following goods & services:

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in Rs.)	Estimated Value
1.	DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM (As per detailed Specifications in Section - VII & Section VIII)	1 Lot	NIL , (Bid Security declaration form to be submitted as per Annexure-C)	1510 Lakh (15.10 Crore)

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Part-I Techno commercial bid and Part -II Financial/Price Bid)
Date of Sale of tender documents	From 10/07/2021 to 09/08/2021 during office hours
Price of the Tender Document	Rs.2,500/-
Place of sale of tender documents	Purchase Section, Bharatiya Reserve Bank Note Mudran Private Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.). (OR) Can be downloaded from our website www.brbnmpl.co.in
Closing date and time for receipt of tenders	10/08/2021 upto 11.30 hrs.
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.).

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Time and date of opening of tenders	10/08/2021at 11.45 hrs.
Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.).
Pre-Bid Conference	24/07/2021 at 10.00 hrs
Nominated Person / Designation to Receive Bulky Tender	Shri A. K. Srivastava, DGM (MMD) Shri Prabhat Kumar, AGM (MMD)

- **02.**Tender documents may be purchased on payment of non-refundable fee of Rs.2500/- (Rupees Two Thousand Five hundred only) per set through
 - **a)**In the form of Account Payee Demand Draft/Banker's Cheque drawn in favour of **Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at par at State Bank of India, Salboni (Code No: 3558)** drawn from any branch of SBI in India. If drawn from any Associate Banks of SBI or any other scheduled Commercial Bank in India, it should be payable at par at Midnapore, West Bengal.
 - **b)**Online Bank Transfer (Proof of online transfer should be submitted along with the Techno- Commercial Bid (Part I)) through NEFT/RTGS can be made at the following BRBNMPL account maintained with Salboni Note Press Branch of State Bank of India: -

Beneficiary Name	Bharatiya Reserve Bank Note Mudran (P) Limited
Name & Address of the Beneficiary	P.OR.B.N.M.L., BRBNMPL, Salboni-721132, Dist-West Midnapore, West Bengal
Bankers Name & Branch Address	State Bank of India, Note Press Branch, Salboni, P.O.:- R.B.N.M.L., PIN-721132, Dist-West Midnapore, West Bengal
Account Type and Number	Cash Credit/ 11678747799
IFSC Code /MICR Number	IFSC Code: SBIN0003558 / 721002804

- c)Other Electronic Modes of Payment as per UPI id and QR code given below.
 - •Other Electronic mode of payment such as Debit Card powered by RuPay,
 - •Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI

QR Code) (BHIM-UPI QR Code)



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 the Tender number, Name of company/firm and mobile number

"Tender Form cost is exempted for MSEs and Start-up companies. Tender fee not chargeable in case downloaded from Web site"

<u>Unified Payments Interface Quick Response Code annexed at the end of section I</u> <u>(UPI QR Code) (BHIM-UPI QR Code)</u>

- **03.**If requested, the tender documents will be sent by registered post/ speed post/Courier to the tenderers for which **extra charge per set will be Rs. 1000/-** for domestic post.

 Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website: www.brbnmpl.co.in for further details.
- **04.**Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document in which case tender fee not chargeable.
- **05.**Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents are dropped in the tender box located at the Admin Building, BRBNMPL, Salboni on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- **06.**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 opened on the next working day at the same time.
- **07.**The tender documents are not transferable.
- **08.**The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and Tender shall be finalizes on Lowest L1 bidder from eligible bidders as per Section XI.
- **09.**BRBNMPL reserves the right to cancel the tendering Process/Reject all Bids/Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not 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:

The tenderers who are currently registered and shall continue to <u>remain registered during the tender validity period</u> 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 Start-up as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of **tender fee** and **earnest money**. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration as a MSE or Start-up, as the case may be).

No exemption will be given for depositing of security deposit (SD) to any DIC / SSI / MSME /NSIC/Start-up registered firm.

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

Annexure-D: Salient Features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'; Conditions for Micro and Small Enterprises (MSEs). - **Not Applicable**

Annexure-E: Conditions for Start-Up Companies - **Not Applicable**

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

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

12. Guidelines for filling two-part tender:

- a) Part-I: The First sealed cover super-scribed as Techno-commercial bid (part I) against Tender Enquiry No.06/SAL/MMD-MAINT/2021-22 dated 10/07/2021 for 'DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM" should contain all the Technical details offered by the tenderer as per Section VII: Technical specifications including Section VIII Quality Control Requirements/Compliance statement by Tenderer, documents in support of Qualification/Eligibility criteria(Section IX), Section X: Tender Form, Section XII: Questionnaire, Section XIV: Manufacturer's authorization form (if applicable), Section XVII: Letter of Authority for attending a Bid Opening, Bid security declaration, brochure and product details, drawings, any other relevant documents of the item being offered, and any other technical aspects which tenderer would like to mention. Each page of this part should be serially numbered with proper indexing. No information regarding price should be mentioned in this part.
- b) Part-II: The second sealed cover super scribed as PRICE BID (part II) against Tender Enquiry No. 06/SAL/MMD-MAINT/2021-22 dated 10/07/2021 for 'DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM" as per Section VII: Technical specifications, should contain only Section XI Price Schedule' exactly as per proforma duly filled and signed.
- c) The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as Offer for 'DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM" as per Section VII: Technical Specifications" with due date of opening as 10/08/2021and should be addressed to The General Manager, Bharatiya Reserve Bank Note Mudran Private Limited, P.O.- R.B.N.M.L, SALBONI, Dist:- West Midnapore, PIN 721132 (West Bengal)
- 13. Price: Prices shall be quoted in Indian Rupees only. The quoted rate should be on the basis of delivery at our site (F.O.R. BRBNMPL, General Stores, Salboni. including installation, commissioning, training and performance testing, buyback and the basic rate, GST, packing & forwarding charges, freight, discounts, insurance (if any), etc. should be clearly indicated in your offer. The price quoted should remain firm and valid till completion of delivery/services of full quantity as per the schedule specified in our Purchase/work order. The break- up of various components of total cost should be given as per the enclosed format at Section-XI Price Schedule. The unloading shall be taken care of by BRBNMPL.
- **14.**Buyback Offer: Bidder has to quote the buyback offer for the existing Analog CCTV system as per BOQ given in section XI: Price Schedule. Buy back items will be given only after removing data storage devices like Hard disks, Tapes etc.
- **15.** Delivery Terms: Should be Designed, Supplied, Installed and Commissioned within 300 (Three Hundred) Days (including weekly off and holidays) from the date of issue of LOI/NOA. However, General Manger, BRBNMPL, Salboni reserves the right to cancel/discontinue this order at any point of time, without assigning any reason thereof. The quantity mentioned above is only indicative but not exhaustive; quantity may vary as per actual requirement. Successful bidder has to submit work Execution / Project timeline (plan), which will be part of the agreement.

Contractor shall execute the work in phased manner without hampering the routine work and without disturbing the security norms in consultation with concerned Maintenance Officers.

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AT BRBNMPL, SALBONI.

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Bidders have to deliver the items in phases as per project Plan to execute different works in parallel to ensure completion of the project at the earliest.

- **17.**<u>Pre-Dispatch Inspection</u>: If found necessary, the Material may be subjected to Pre-dispatch inspection at the supplier site before dispatch. The successful tenderer must inform in advance about the readiness of the item before dispatch.
- **18.** The offered items to be supplied must be latest (not older than 02 years from the date of first launch as on date of supply) and should have warranty period of three years from OEM from the date of FAC and shall not fall in end of sale during warranty/ defect liability period.
- **19.**The offered items (to be supplied) must have Minimum Five year end of service support from the announcement of end of sale from OEM

20. Warranty / Defects Liability Period (DLP):

- **a)** Warranty / Defects liability period against this item / job shall be **three years** from the date of Final Acceptance Certificate. The Contractor shall be liable to replace/repair any defects within the warranty/defects liability period free of cost to the BRBNMPL. 5 years CAMC renewable year on year basis upon satisfactory performance shall start after completion of warranty period.
- b) Supplier has to ensure Back to back warranty/service support for S1 and S2 items (BOQ and existing infra if used) for software/ hardware like SAN Storage, servers, switches etc. from OEM in the name of BRBNMPL.
- c) The proof for existence of back to back Warranty/ service support agreement between bidder and OEM for the S1, S2 items of designed system BOQ (Supplied / utilized from existing infra) shall be produced after successful FAT.
- **21.**<u>Installation & Commissioning</u>: Installation, Training & Performance Testing of machine or any other work for Installation has to be done on site.
- **22.**<u>Product Catalogue/Brochures:</u> Catalogue giving the complete technical details of the product offered should be enclosed along with the tender documents without fail.
- **23.** <u>Authorization Certificate</u>: Tenderer have to submit Authorization/Dealership Certificate from Distributor/Manufacturer along with the bid, else offer is liable to be rejected.
- 24. Payment Terms: No Advance Payment shall be made.

<u>Material has to be supplied milestone wise execution plan.</u> Supplying of entire project items at a time is not acceptable. Prior permission from project coordinating officer of BRBNMPL is required to supply the items. Parallel execution of milestones will be allowed except clause d and f to speed up the project if multiples teams will be deployed by Contractor with prior consent from BRBNMPL.

Sequences / Milestone of IP (Internet Protocol) CCTV Implementation Project will be as under:

a) Project Planning, Drawing's submission and Ethernet / OFC Cable laying as per requirement of the complete project (both Township and Plant)

- b) Supply and installation of servers and network switches
- c) Supply of SAN storage, Cameras and all Software required and commissioning as per approved design
- **d)** Successful testing of township and Shop floor cameras and Submission of Licenses for software and FAT for complete CCTV system performance, contractual obligations fulfilment including training and Issuance of FAC after installation of (a), (b) & (c) above.
- e) Third Party certification for OFC and Network Throughput has to be submitted by the Contractor
- f) Removal of Existing Analog cameras from its location, after successful FAT of above.
- **g)** 80% of the value of Material Supplied will be released upon supply & acceptance of material at site, except for Sl. No. 18 to 21 and Sl. No. 25 to 30 of Price bid.
- **h)** 80% payment for Sl. No. 18 to 21 and Sl. No. 25 to 30 of Price bid, shall be made only after completion of cable and conduit laying work and shall be paid on actual measurement basis.
- i) Balance 20% of the above g & h and 100% of Installation and commissioning charges will be released upon fulfilment of all contractual obligations and of work completion certificate / FAC for total IP CCTV System.
- j) Statutory Deductions as applicable shall be made from the gross bill amount. DD/RTGS/NEFT charges shall be borne by you. For RTGS/NEFT payment, you may forward your Bank Mandate and other details along-with your invoice for immediate e-payment. Bidder has to furnish the price-break-up including the tax components.
- **k)** Any increase/decrease in Statutory rates after opening the tender will be paid at actuals 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.
- 1) Payment during CAMC, which includes the Software License Fees as well as back to back OEM Support Fee shall be paid on quarterly basis on satisfactory execution of the contract and submission of bills. However, the payment for renewal of Software License Fees as well as back to back OEM Support Fee will be released upon submission of renewal certificate and proof of payment made for renewal / support. The Contractor shall raise the bill in the 1st week of succeeding month of the quarter for release of payment after fulfilling all the necessary formalities.
- **m)** The proof for existence of back to back service support agreement between bidder and OEM for the S1, S2 items of designed system BOQ (Supplied / utilized from existing infra) shall be produced along with first quarter bill.
- **n)** Taxes will be applicable as per prevailing rates.
- **o)** Successful bidder has to submit a copy of latest GST Return along with the bill/invoice, Declaration & Certificate of Input Tax Credit as per Annexure C1 & C2, failing which payment cannot be released
- **p)** Statutory Deductions as applicable will be deducted from gross bill amount.
- **q)** For RTGS/NEFT payment you may forward your Bank Mandate and other details along-with your invoice & copy of your latest GST returns for immediate e-payment. Bidder has to furnish the price-break-up including the tax components. Any revision (increase/decrease) in Statutory rates after opening the tender will be paid at actuals on producing the 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.

- **25.**EMD: EMD for the tender is Nil. However, your sealed tender/quotation should be accompanied with Bid Security Declaration form as per Annexure: C
- **26.**Security Deposit (SD)/Performance Security: Within twenty-one days after the issue of Notification of Award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Total Value of the Contract in the form of DD or Bank Guarantee (BG) valid up to Sixty days after date of completion of all contractual obligations including 3 years Warranty and 5 years CAMC.
- 27. Pre-Bid Conference: The bidders before submitting their offers are advised to attend a pre-bid meeting at our premises Physical Or by way of Video Conferencing on 24/07/2021 at 10.00 hrs. for any clarification/amendment to Technical specifications/techno-commercial conditions in the two-bid tender. Any claim of ignorance about the system or responsibility shall not be entertained at a later stage.
- **28.**Bank charges: Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form and performance security to be borne by the bidder/supplier only.
- **29.Quantity**: The IP CCTV system is considered as single lot. Present requirement is mentioned in section VII (Technical specifications and scope of work) as per BOQ. However the Design BOQ / BOQ quantity, Item may increase or decrease depending upon the actual requirement at the time of placing of order and proposed design.
- **30.Recovery & Rectification of work:** In case contractor fails to attend the same as per defect liability period clause above within a week or as applicable from the date of intimation, it will be got rectified by the owner through another agency & money spent thus shall be recovered from the Contractor. If the work in not completed in all respect or delayed beyond reasonable time or Contractor discontinues the work abruptly, then BRBNMPL reserves right to get the remaining work / uncompleted work done through any other agencies at the risk and cost of the Contractor. In such case, the pending claims and Security Deposit of the Contractor shall be forfeited.
- **31.**<u>POC:</u> The bidder must submit a "Proof of Concept" along with the Technical Bid and give a live demo on the "Proof of Concept" during the Technical Evaluation in order to prove efficiency of the system and to comply with all the Tender requirements.
- **32.** <u>Approved makes:</u> For all BOQ items, from the list of approved makes, the bidders should quote any one make and model only for each item. Supplier shall provide authorization letters from OEM for servers, storages and network switches and software for makes quoted. In case any product quoted is withdrawn; the supplier shall provide in lieu same make higher configuration item without any additional cost, in such cases the proof of higher configuration in all respects shall be submitted by the supplier to the satisfaction of BRBNMPL. Offered Brand should comply with the Government guidelines applicable at the time of supply.

33.Life Cycle of Component:

The offered items to be supplied must be latest (not older than 02 years from the date of first launch as on date of supply) and should have warranty period of three years from OEM from the date of FAC.

34.End of Service Support:

The offered items to be supplied must have Minimum Five year end of service support from the announcement of end of sale from OEM.

- 35. If, any equipment becomes obsolete during the CAMC period, it has to be replaced with the similar setup/equipment by the party.
- **36.** <u>Training:</u> The bidder shall provide the training to BRBNMPL Employees for a period of minimum **two** weeks for proper operation and use of the CCTV system. The bidder should also conduct on site periodic refresher training during the period of DLP and CAMC. The training should cover detailed system administration, configuration and trouble sensing. End-user training including complete documentation shall be provided to the specified number of personnel identified by the BRBNMPL at site.
- **37.** <u>Co-ordinating Authority:</u> The officer/(s) authorized by Deputy General Manager (Maint.)/ Asst. General Manager (Utility) shall be the coordinating officer/(s). The Contractor has to perform the works in close coordination and direction of such authority.
- **38.** Option Clause: The BRBNMPL may reserve the right to increase or decrease the BOQ quantity either at the time of issuing of work order or at any time, during the execution of work depending on the Site requirement by giving reasonable notice period and the payment will be made pro rata basis as per price offered by the contractor in the Price Schedule (Section XI) in this tender.
- **39.**Repeat Order Quantity: BRBNMPL reserves the right to procure additional 50% of the order quantity within 06 months from the date of last supply by placing repeat order against the previous order with same rate and terms and conditions.
- **40.**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.
- 41. Statutory requirements: The Contractor will have to scrupulously follow all prevailing statutory regulations and shall be responsible to fulfill all the obligation under various Labour enactments, such as Contract labour (Regulation & Abolition) Act, 1970, Minimum Wages act; Payment of wages act.; payment of Bonus Act: Payment of Gratuity Act.; ESI Act, Employees Provident fund and Miscellaneous Provision Act, Workman's compensation Act etc., and indemnify the BRBNMPL (Bharatiya Reserve Bank Note Mudran Private Limited, Salboni.) from any claim whatsoever arising on account of their failure to comply with the regulations and terms as set out herein. The BRBNMPL, as a principal employer, shall enforce the provisions of these Acts.

The Contractor will decide the number of workers to be engaged for execution of work and will alone be entitled to dictate such workers about the manner of the execution without any interference or instructions or intervention whatsoever of the BRBNMPL. The BRBNMPL will not have any connection with workers engaged by contractor nor any of its officials will supervise, dictate to the workers the manner of execution/completion of the job/work. BRBNMPL have privy of contract with Contractor only and will give instructions to Contractor and will have nothing to do or not concerned with the condition of employment of the workers as engaged by and working for the Contractor. However, due to obvious security reasons, you must ensure that the staff deployed by you must adhere to all rules and regulations and security restrictions as prescribed by the BRBNMPL from time to time. The Contractor shall make necessary arrangement for the insurance coverage of the workers during working hours at his own cost. The Contractor is bound to pay minimum wages as per the notification of central Govt / State Govt, whichever is higher to the contract labours deployed at our site under the contract. The Contractor has to provide all statutory welfare measures for their workers.

42. Submission of authentic documents in time is the prime responsibility of the bidder. In case of ambiguity or incomplete documents pertaining to bid submitted, bidder may be given only one opportunity with a fixed deadline after bid opening to provide complete and unambiguous documents in support of meeting the

Qualification Criteria. In case the bidder fails to submit any document or submit incomplete documents within the given time, the bidder's tender will be rejected.

- **43.** BRBNMPL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information. BRBNMPL reserves the right to accept or reject or cancel the lowest or any other Tender Offer without assigning any reason thereof.
- **44.** A Tender is also liable for rejection in the following circumstances:
 - ➤ Non-Submission of "Bid Security Declaration" in Company letterhead as per Annexure-C in lieu of EMD.
 - Does not fulfill minimum pre-qualification criteria as per the Tender Documents.
 - Submits the tender late i.e. after due date and time.
 - >Stipulates the validity period less than what is stated in the Tender Documents
 - Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
 - Does not disclose the full names and addresses of all his partners or Directors as applicable, wherever called for in the tender
 - ➤ Does not submit bid in the prescribed format making it impossible to evaluate the bid.
 - ➤ Indulges in tampering of tender documents
 - Does not confirm to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
 - ➤ 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.
- **45.** Bidders, who have been blacklisted/debarred by BRBNMPL or PSU or any Government Departments and stands blacklisted/debarred as on tender opening date are not eligible to participate in this tender.
- **46.** <u>Fore Closure</u>: Bharatiya Reserve Bank Note Mudran Private Limited reserves the right to short close the Work Order placed on the contractor by serving **30 days prior** written notice on the supplier at any time during the currency of the contract as per Clause 19 of Section V-Special Conditions of Contract.
- **47.** Self-certified copies (with seal of firm) of this <u>Tender document, Corrigendum, if any</u> along with other <u>documents mentioned in the tender</u> are to be submitted along with the Bid.
- **48.** No counter conditions shall be accepted.
- 49. Bidders to write Page Nos. on each page of the tender documents submitted.
- **50.** Offers submitted not in line with the above guidelines shall be liable for rejection.
- **51.** If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned at Page.1 of this tender so as to reach at least 07 days prior to date of opening of the tender.
- **52.** <u>Pre-Contract Integrity Pact (IP):</u> Submission of duly signed IP, along with tender, is a mandatory pre requisite to be eligible for further evaluation. The signed IP should be complete in all respect and is

required to be submitted along with the Bid. Bid not having the duly signed & stamped IP attached with it will be rejected. Partial submission of IP document will also not be considered. Pre Contract Integrity pact is applicable for this tender and the details of IEM for this tender is furnished below:

Name: Dr.Bhusan Chandra Gupta

Address: 3297, Sector: 19 - D,

Chandigarh - 160 019

E-mail: bcgupta2000@yahoo.com

AND

Name: Shri M. N. Krishnamurthy

Address: 3C-910, HRBR Layout

Kalyan Nagar Bengaluru - 560 043

Email: krishnamurthymn19@gmail.com

Yours faithfully, For & on behalf of BRBNMPL,

(A. K. Srivastava) Deputy General Manager

Bharatiya Reserve Bank Note Mudran Private Limited, (Wholly owned Subsidiary of Reserve Bank of India) P.O. RBNML - 721132, Salboni, Dist. Paschim Medinipur, West Bengal Phone: 03227-280212, 280213; Extn: 4090 FAX: 03227- 280222, 280744

Email: aksrivastava@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 XVI I: Letter of Authority for attending a Bid Opening
- 18. Section XVIII: Shipping Arrangements for Liner Cargoes
- 19. Section XIX: Proforma of Bills for Payments
- 6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

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

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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:

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

18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the 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 all with BRBNMPL 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 or BRBNMPL 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 G1T Clause
- 20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".
- 20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED" before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

- 21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be received upto the appointed time on the next working day.
- 22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

E TENDER OPENING

24. Opening of Tenders

- 24.1 BRBNMPL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.
- 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).
- 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 Infirmity / 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.
- 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) n writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BRBNMPL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.
- **45.2** The notification of award shall constitute the conclusion of the contract.
- 46. Issue of Contract

- 46.1 Within seven working days of receipt of performance security, BRBNMPL will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to BRBNMPL by registered / speed post.
- 47. Non-receipt of Performance Security and Contract by BRBNMPL

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

- **50.1** In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:
 - i. Earnest Money Deposit (EMD) is not applicable.
 - ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
 - iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
 - iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
 - v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
 - vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
 - vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
 - viii.Usually, the terms of delivery in rate contracts are FOR dispatching station.
 - ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
 - x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
 - xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

- 51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfill the Prequalification criteria as laid down in SIT or in Section IX of SBD "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD "List of Requirements". Short listed Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.
- 51.2 If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.
- 52. Tenders involving Samples
- **52.1** Normally no sample would be called along with the offer for evaluation.
- 52.2 Purchaser's Samples: If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.
- Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-52.3 Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor {unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BRBNMPL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII "Quality Control Requirements" in the SBD.
- **Testing of Samples**: Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII "Quality Control Requirements" in the SBD.
- **Validation/ Prolonged Trials**: If specified in SIT or in the Section VIII "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- **52.6** Parameters Settings and duration of Validation Tests would be indicated in the Section VIII "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders:

- 53.1 EOI tenders are floated for short fisting firms who are willing and qualified for: i.Registration of Vendors for Supply of particular Stores or certain categories of Stores.
 ii.Development of new items or Indigenization of Imported stores
- 53.2 The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the Section IX "Qualification Criteria" in the SBD.
- 53.3 Objectives and scope of requirement would be indicated in the Section VI -"List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4 In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.
- 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX "Qualification Criteria" in the SBD.
- 53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BRBNMPL.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed_
- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the short listed tenderers.
- 53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders for Disposal of Scrap

- 54.1 Introduction: The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI "List of Requirements".
- 54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:
- **54.2.1** This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the safe contract is concluded.
- 54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- **54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable to make good any such deficiency
- **54.2.4** BRBNMPL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BRBNMPL on account of such termination of the contract or variation in the quantity.
- **54.2.5** BRBNMPL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.

- 54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- **54.2.7** Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer:
- **54.3.1** Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- **54.3.2** The BRBNMPL reserves right to reject any offer without assigning any reason there for.
- **54.3.3** Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- **54.3.4** If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.
- 54.3.5 Commercial tax / terminal tax, Octroi, municipal tax or any other taxes / duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and sales / commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- **54.3.6** All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc, if required shall be made by the purchaser concerned only and the BRBNMPL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- **54.3.7** Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- **54.3.8** Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (Hi). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.
- 54.4 Notification of Acceptance and Award of Contract:
- **54.4.1** The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.
- 54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favor of same authority as mentioned above. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.
- 54.5 Disposal Tenders for Security and Sensitive Machinery and Items:
- **54.5.1 Non-Misuse Declaration**: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BRBNMPL, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is

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

- **54.5.2** If stipulated in SIT delivery would be given only in dismantled / cut-up condition.
- 55. Development and Indigenization Tenders:
- 55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.
- 55.2 If specified in SIT the contract documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.
- 55.3 If specified in SIT, The Tenderers may quote separately for
 - i. Price / rate for bulk supply of item in development / indigenization supplies and
 - ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.
- 55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 55.6 The ratio of splitting of the supply order between various development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.
- 55.7 However, in case the requirement is meager and complex technology is involved, or quantity of the equipment/ spares is limited/small/ uneconomic if distributed between two vendors, the entire order could be placed upon the Ll vendor only.
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.
- 55.9 Quantity for Development Commitment
 In Next three years, after the newly developed firm is able to successfully complete Development orders with ±5% tolerances, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- **55.10** Period of Development Commitment

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

Yours faithfully,		
Signature with date.)	Seal
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.)

SI. No.	GIT Clause No.	Topic	SIT Provision
1	2	Language of Tender	To be submitted in English only
2	3,4	Eligible Tenders, Eligible Goods and Services (Origin of Goods)	Indian Origin only.
3	8	Pre-bid Conference	Applicable On 26/07/2021 at 00.00 hours
			Venue: BRBNMPL, Salboni 721132, West Bengal, India.
			Purchaser reserves the right to change the date of pre-bid conference and the information about any change if any will be published only in web site. Interested parties are required to visit site and understand the geography, location and existing network, there after provide their technical query in writing so as to reach us latest by 22/07/2021 on the following email ids: sarahim@brbnmpl.co.in and bvsprasad@brbnmpl.co.in Queries not given in writing and given after due date may not be considered. Clarification of the queries addressed to the aforesaid email ids will be addressed to all the participants of the Pre - Bid Conference on 26/07/2021. Purchaser reserves the right to make necessary amendments at his sole discretion to the tender document, post pre-bid meeting and any such amendment will be uploaded only in the website. The bidders must indicate additional item, if required than already mentioned in BOQ during the pre-
4			bid meeting.
4	9	Time Limit for receiving request for clarification of Tender Documents	As specified
5	11.2	Tender Currency	INR [Indian Rupees]
6	12.8	GST	I. Wherever applicable bidder shall quote the exact Tax percentage [F.O.R. Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN code of item to be supplied and its applicable rate. Any different amount in taxes and duties including the consequential penalty amount, if any, due to incorrect

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			HSN Code will be borne by supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising due to this. II.Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, It's evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contract/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL	
7	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.	
8	18	EMD	Nil (Bid Security Declaration form to be submitted as per Annexure-C)	
9	19	Tender Validity	As specified - 120 days	
10	20.4	Signing and sealing of Tender 20.4Number of Copies of Tenders to be submitted 20.9: E-Procurement	No Change 20.4:No.of copies-ONE 20.9: E-Procurement-Not permitted.	
11	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.	
12	31	Qualification/Eligibility Criteria	This tender falls under the category of procurement of items/services related to public safety, health, critical security operations and equipment, hence no relaxation in Qualification/Eligibility Criteria may be considered .	
13	33	Schedule-wise Evaluation	The L1 bidder will be decided based on overall cost of DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI and 5 years Comprehensive AMC, inclusive of all taxes after deducting the Buy-back value	
14	35.2 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders.	35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/material should meet our required specifications at Section VII 35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class-I Local suppliers as per guidelines [Refer Annexure-D, Annexure-E & Annexure-F]. However, this Purchase preference will be extended considering as "the tender quantity cannot be split"/"the tender quantity non divisible in nature".	

			Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class-I Local suppliers" and more than 20% but less than 50% for "Class -II Local supplier"
15	42	Variation of Quantities at the Time of Award	At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity for ordering, if so warranted.
16	52	Tenders involving Purchaser's and Pre- Production Samples	Interested bidders must visit our plant with prior intimation to visualize & understand the existing network, location, geography, the quantum of work and additional items (servers, switches etc. requirement) optimization.

Other terms and conditions:

- 1.All the documents submitted will be verified with the originals before award of contract. Tenderer may present the originals for the same in our office when called for.
- 2. If the selected tenderer fails or refuses to take up the Contract at the quoted price either before or after on award of contract, He will be suspended for ONE year from being eligible to submit bids to BRBNMPL, Salboni.
- 3.Statutory deductions of taxes shall be made at source as per rules. Returns and deposit contributions and Statutory Levies as per the Law of the Land as applicable from time to time. The Contractor shall be liable to furnish with the company all copies returns and documents as would be asked for time to time.
- 4. Supplier shall fill the compliance formats and submit along with technical bid without fail. The reply to points shall be specific and they should not write like "Refer catalogue", etc.,
- 5. The successful tenderer has to enter into an agreement with BRBNMPL and the above terms and conditions will be a part of the contract.
- 6.On award of the contract the Contractor shall sign the Non-disclosure format and abide with that.
- 7.In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be produced with the tender and it must disclose the memorandum of Articles of Association/Partnership Deeds/Affidavit of Proprietorship with name(s) and address (es) of the sole Proprietor/ Partners/Board of Directors.

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.

1.2Abbreviations:

	means "Appreciable Adverse	
"AAEC"	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	
CIF	Included	
"CMD"	means Chairman and Managing	
CIVID	Director	
"CPSU"	means Central Public Sector	
	Undertaking	
"CST"	means Central Sales Tax	
"DDO"	means Direct Demanding Officer	
DDO	in Rate Contracts	
"DGS&D"	means Directorate General of	
DGS&D	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	
LOI	(Tendering System)	
"ERV"	means Exchange rate variations	
"FAS"	means Free alongside shipment	

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"FOB"	means Freight on Board		
"FOR"	means Free on Rail		
"GCC"	means General Conditions of		
GCC	Contract		
GIT	means General Instructions to Tenderers		
GST	means Goods and Services Tax which will replace Sales Tax		
	means First Highest, Second		
"H1, H2 etc"	Highest Offers etc in Disposal		
•	Tenders		
Incoterms	means International Commercial Terms, 2000 (of ICC)		
WI 1 I O I W	means First or second Lowest		
"L1. L2 etc"	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	means Standard Bid Document /		
D"	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		
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2. Application

"ST"

"VAT"

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

Other Laws and Conditions that will govern the Contract:

means Sales Tax

means Value Added Tax

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 subclause 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.

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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 VII and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

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

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

10. Terms of Delivery

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

11. Transportation of Goods

- **11.1**. The supplier shall not arrange part-shipments and/ or transshipment without the express / prior written consent of BRBNMPL.
- **11.2.** Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

12. Insurance:

- 12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 12.2 In case of supply of domestic goods on CIF 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:
 - a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
 - ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.
- **13.2**. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.

14. Incidental services

- **14.1.** Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section VII), the supplier shall be required to perform any or all of the following services:
 - a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
 - b) Supplying required number of operation & maintenance manual for the goods
 - c) Installation and commissioning of the goods
 - d) Training of BRBNMPL's operators for operating and maintaining the goods
 - e) Providing after sales service during the tenure of the contract
 - f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- **14.2**. Prices to be paid to the supplier by BRBNMPL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BRBNMPL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

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

- **15.1**. The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- **15.2**. For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
 - (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - (b) Packing list;

- (c) Insurance certificate;
- (d) Railway receipt / Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.
- **15.3.** For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:
 - (a) Clean on Board Airway Bill/Bill of Lading (B/L)
 - (b) Original Invoice
 - (c) Packing List
 - (d) Certificate of Origin from Seller's Chamber of Commerce
 - (e) Certificate of Quality and current manufacture from OEM
 - (f) Dangerous Cargo Certificate, if any.
 - (g) Insurance Policy of 110% if CIF/CIF contract.
 - (h) Performance Bond / Warranty Certificate

16. Warranty

- 16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- **16.3.** In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.
- **16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.
- **16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.
- **16.6.** If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.

17. Assignment

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

18. Sub Contracts

- **18.1**. The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2. Sub contract shall be only for bought out items and sub-assemblies.
- 18.3. Sub contracts shall also comply with the provisions of GCC Clause 5 ('Country of Origin").

19. Modification of contract

- **19.1**. Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - a. Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
 - b. mode of packing,
 - c. incidental services to be provided by the supplier
 - d. mode of despatch,
 - e. place of delivery, and
 - f. any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- **19.2.** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- **19.3**. **Option Clause**: By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

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

21. Taxes and Duties

- **21.1**. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.
- 21.2. Further instruction, if any, shall be as provided in the SCC.

- **22. Terms and Mode of Payment**: Unless specified otherwise in SCC, the terms of payments would be as follows:
- **22.1**. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.
- **22.2.** For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.
- **22.2.1**. Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.
- **22.2.2.** Where the terms of delivery is 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.
- **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	It We 1	have no	received	back t	he Inspection	Note	duly
receipted by the consignee or	any commun	nication	from BR	BNMPL or	the cor	nsignee about i	non-rec	eipt,
shortage or defects in the goo	ds supplied.	I / We a	agree to	make good	l any de	efect or deficien	ncy tha	ıt the
consignee may report within	three month	ns from	the date	e of receip	t of this	s balance payı	ment o	r six
months from the date of dispa	tch whicheve	er is late	r.	_				

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:
 - a)imposition of liquidated damages,
 - b)forfeiture of its performance security and
 - c)Termination of the contract for default.
- 23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- **23.4.** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
 - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, 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 subassemblies 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.)	Sea
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

S. No	GCC Clause	Topic	SCC Provision
1	No. 1 to 05	Definition; Interpretation and	NO CHANGE
		Abbreviation, Application, Use of Contract documents and information, Patent Rights, Country of Origin	
2	6	Performance Security	No Relaxation for bidder of any Stature. In addition Performance Security @ 10% (Ten percent) of the total value of supply order / contract including CAMC period (3 Years Warranty + 5 Years CAMC)
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of delivery, Transportation of Domestic goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch documents for Clearance/Receipt of goods	NO CHANGE 14. Incidental services: Not applicable.
4	16.2,16.4	Warranty Clause	03 years' warranty from date of FAC
5	19.3	Option Clause	NO CHANGE
6	20.1	Price Adjustment clause	Not applicable
7	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will Consider no claim thereof.

8	22,22.1, 22.2,22.3, 22.4,22.6	Terms and Mode of Payment 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. Note: Bidders' attention is invited to refer GCC clause No.6 (Performance Security) & Clause No.16 (Warranty)	Payment Term: Following Payments Term is applicable subject to GCC clause 6 and 16. As per NIT Clause No.24 for Payment Terms No Advance Payment shall be made.
09	24.1	Quantum of LD	NO CHANGE.
10	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	NO CHANGE
11	32.1	Code of Ethics	Pre-contract Integrity Pact - Applicable
12	33,33.1, 33.2	Resolution of Disputes	Clause of 33.1 and 332 are applicable At Kolkata

O1. Pre-Bid Visit: The bidders shall visit the plant premises and shall have clear understanding about scope of work, volume of work, requirement of skill levels of workforce etc. and any doubt/clarification may be cleared/done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained at later stage.

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder's own expense.

- **02.** <u>Estimated Value</u>: The estimated value for this work is **Rs. 1510.00** lakhs approximately (Rupees Fifteen Crores Ten Lakhs only).
- **O3.** <u>Contract Price</u>: The contract price should be based on the scope of work, GST & all other charges including appropriate insurance charges, overheads for the work as mentioned in the Scope of work (Section VII). The bidders shall take into account all the above mentioned factors before submitting their offers.
- **04.** <u>Price Variation</u>: The price should be firm for the contract period and there shall be no variation/escalation on any account except statutory taxes. Any upward/downward revision in statutory taxes shall be considered at actual, subject to production of documentary evidence. Rate of GST included in the Price should be specified. **Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same will have to be borne by the supplier.**
- **05. Delivery schedule:** Please refer Section I- NIT sl.no.16

Contractor shall execute the work in parallel to complete the project at the earliest without hampering the routine work and without disturbing the security norms in consultation with concerned Maintenance Officers.

- **06.** <u>Payment</u>: The payment will be made as per the terms and conditions mentioned at Sl.no 08 of SCC after completion of work and on submission of bills and required documents with copy of latest return of GST and certification of bills by BRBNMPL. Paying Authority: General Manager, Salboni. The Statutory deductions shall be made at source as per prevailing rules.
- **07.** <u>Incompletion/Discontinuation of work</u>: If the work is not completed in all aspects or delayed beyond reasonable time or contractor discontinues the work abruptly, then BRBNMPL reserves the rights to get the remaining work/uncompleted work done through any other agencies at the risk and cost of the contractor. In such cases, the pending claims and Security Deposit of the contractor shall be forfeited.
- **O8.** Accommodation: BRBNMPL may provide residential accommodation subject to availability to the contractor at a prescribed rent & other charges fixed by the BRBNMPL for use as accommodation for their staff. This shall be provided on specific request of the contractor and shall be allotted as per the standard norms / rules framed by the BRBNMPL to allot such accommodation to the contractor. In this event, the contractor must always be in a position that whenever any directive for vacating the said premise is issued, he shall, without raising any objection, peacefully vacate the same.
- **09.** Man power deployment: Contractor shall have to deploy skilled / qualified personnel to carry out the works. Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith including their safety.

10. Safety & Security Measures:

- a) The Contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take "Workmen's Compensation Insurance' policy to all of his workmen engaged for the said job.
- c) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) 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.
- e) BRBNMPL is a security organization and the Govt. of West Bengal 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. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. 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.

Sl. No.	Name of Person	Father name	Age	Present Address	Identification Mark	Signature of the Individual

- f) Contractor must ensure that the number of technicians/labours or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- g) 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.
- h) 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.
- i) The contractor shall ensure that he /his sub-contractor and his, or their personnel or representative shall comply with all safety regulations issued from time to time by the company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the contractor shall be held responsible for the consequences thereof shall keep the company harmless and indemnified.
- 11. <u>Safety & Insurance:</u> The contractor will insure all his employees against injury/death while on duty and shall indemnify the BRBNMPL against any claim arising out of any accident, injury or death during the course of their duty. The BRBNMPL holds no liabilities in case of any accident or death during working in our system. The contractor shall take the following insurance policies for the work. Insurance policies shall be taken to cover all kinds of risks. The duration of the policies shall be from the schedule date of start of work till virtual completion of work, in the joint names of the BRBNMPL and the contractor.
 - Storage, installation, testing and commissioning policy.
 - Workmen compensation policy for the employees of the contractor at site.
 - Third party liability policy for a total of minimum Rs.10 lakhs and with a limit of minimum Rs.2 lakh per accident.
 - Fire Insurance

If the above policies are not submitted by the contactor, BRBNMPL reserves the right to take the above insurance policies and recover the cost of insurance along with the administrative charges from the contractor.

12. Safety Clauses:

- a) Contractor shall follow all the safety rules and regulations followed by BRBNMPL, Salboni and always work with proper permit from the concern department.
- b) Contractor should comply with the statutory requirements applicable as per The West Bengal Factories Rules, 1958 & The Factories Act, 1948 etc. as amended up to date.
- c) Contractor should provide & ensure use of mandatory Personal Protective Equipment (PPE) wherever applicable like Safety Helmet & safety shoes and also other job specific PPEs and safety appliances as per standard PPE Matrix during the execution of the work. Standard of PPEs should be Indian Standard or equivalent.
- d) All tools, tackles and measuring instruments which are to be used by the contractor should be tested/calibrated by 'competent person'/ institution.
- e) Contractor should be fully responsible for delay of job due to non-compliances of safety as mentioned above.
- f) Non-conformity of safety by Contractor shall be treated as an offence and penalty may be decided by the authority.

13. <u>Inspection of Site:</u>

The contractor has been given an opportunity before or at the time of the awarding of the work to him of making an inspection of the site to set right any doubts he may have about the difficulties in attending his offer, and any difficulties which may be met by him in the course of the execution to the work and shall neither relieve him from fulfilling the terms & conditions nor entitle him to claim extra payment or an extension of the period stipulated of the completion of the work, except where it will be agreed by the Company Authorized Engineer that such difficulties could not have been foreseen.

- a) The contractor shall prepare detailed and shop drawings and any other data required.
- b) All the material supplied by the contractor shall be of best quality. The Contractor shall at his own cost arrange for and / or carry out any test of materials which the company's authorized Engineer may require.
- c) The contractor at the request of the company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the company's authorized Engineer, is unsuitable or incompetent or who had been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the company, in writing.

14. <u>Defective Work / Materials:</u>

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.

If the work done by the contractor or any part thereof shall be found defective in the workmanship or by reason of bad or inferior materials used then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner.

The company may if necessary, at the cost and risk of the contractor, temporarily stop all other activities by the contractor in connection with the work until such time as the defective work has been rebuild or replaced on the contractor's cost. In case of default on the part of the contractor to remove defective work and rebuild or replace the same without any delay and in manner satisfactory to the company, the company shall be entitled to employ another contractor or its own workman to carry out the removal and

rebuilding and replacing.

15. Responsibility Against Damage Caused:

The Contractor shall be responsible for any damage caused to the existing system due to (a) Act of Negligence, (b) Wrong Operation (c) Mishandling by his employees (d) Misinterpretation of instruction due to lack of knowledge/expertise/willful misguidance etc., The contractor has to pay the entire amount/charges for the repair/replacement which is limited to maximum of the contract value.

16. Removal of Material:

On the determination of the Agreement as referred to in Clause, the contractor shall, at his own risk and cost, remove all other materials, equipment and tools from site within 7 days. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove with in time prescribed as aforesaid, the company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the contractor, should company incur any loss in respect of the sale, it shall be entitled to recover same from the contractor.

17. Defects after completion:

In case Contractor fails to attend/replace/modify/rectify any parts/defects as per warranty/defects liability claim within a week from date of intimation, it shall be got rectified by owner through another agency and sum spent thus shall be recovered from the contractor. If the work is not completed in all respect or delayed beyond reasonable time or contractor discontinues the works abruptly, then BRBNMPL reserves the right to get the remaining work/uncompleted work done through any other agency at the risk and cost of contractor. In such case the pending claims and security deposit of the contractor shall be forfeited.

18. Cancellation:

The Company shall at any and at all times during the period stipulated for the work, has a right forthwith to cancel this agreement by giving written notice thereof to the contractor and in such case the contractor shall be paid for parts of work has been executed by him up to the cancellation, on the basis of the schedule of rates attached, and shall be reimbursed by the company by the costs and expenses incurred by him but which would not be wasted as a direct consequence of the cancellation of the agreement.

19. Water and Electricity:

The Company will provide Water and Electricity for carrying out the above work. However, necessary arrangement has to be made by the contractor for collection of the same.

- a) Inspection of Work: Inspection will be made periodically during the progress of the work by the Authorized Engineer of the company and all work performed must be of acceptable quality of which the said Engineer will be sole judge.
- b) Supervision: The contractor shall during the work in progress, employ whole time, one or more competent and technically sound English speaking supervisor acceptable to the company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work. Any directions, explanations, instructions or notices in connection with the work given by the

TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM,

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company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

20.Cleanliness:

The Contractor is required to ensure complete cleanliness at the site. Debris and residue generated during the day's work should be disposed of at a place outside the premises and Land (Property) of BRBNMPL Salboni, immediately to the satisfaction of BRBNMPL.

21.<u>Life Cycle of Component:</u>

The offered items to be supplied must be latest (not older than 02 years from the date of first launch as on date of supply) and should have warranty period of three years from OEM from the date of FAC.

22. End of Service Support:

The offered items (to be supplied) must have Minimum Five year end of service support from the announcement of end of sale from OEM.

23.If, any equipment become obsolete during the CAMC period it has to be replaced with the similar setup/equipment by the party.

24.Legal jurisdiction:

The court of Kolkata (West Bengal) only shall have jurisdiction to deal with and decide any legal matter	r
of dispute whatsoever arising out of any work order placed by us.	

Section VI: List of Requirements

Schedule No.	Brief description of goods and services (Related specifications, scope of work etc. are in Section-VII)	Accounting unit	Quantity	Amount of Earnest Money Deposit-EMD (₹)
1.	DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM [as per Section -VII: Technical specifications and scope of work]	Lot (All Items given in BOQ & design BOQ)	1	NIL(Bid security declaration form to be submitted as per Annexure: C

<u>Required Delivery Schedule:</u> The complete IP based CCTV system shall be Designed, Supplied, Installed and Tested within 300 (Three Hundred) Days (including weekly off and holidays) from the date of issue of LOI/NOA. However, General Manger, BRBNMPL, Salboni reserves the right to cancel/discontinue this order at any point of time, without assigning any reason thereof. The quantity mentioned above is only indicative but not exhaustive; quantity may vary as per actual requirement

<u>Required Terms of Delivery, Destination and preferred mode of Transportation</u>: Ordered quantity to be delivered to **F.O.R.BRBNMPL**, **Salboni**. The packing, transportation and loading/unloading charges shall be borne by bidder only.

Note : The Suppliers shall **visit our plant before participating in the tender** to understand the prevailing site conditions, the exact requirements and shall discuss the related issues with BRBNMPL engineering team

Mode of Transportation: As desired by the bidders, which should be in safe and secured manner at the risk and cost of the bidders.

The materials are to be supplied to the following addresses:

The General Manager, Bharatiya Reserve Bank Note Mudran Private Limited Salboni, Dist- Midnapore(West) Pin- 721 132, West Bengal

The materials should be delivered at our General Stores, Main Press, BRBNMPL, Salboni, Dist-Midnapore (West), W.B.

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Section VII: Technical Specifications & Scope of work

(To be enclosed with the Techno-Commercial bid)

DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM IN PLANT AND TWONSHIP AREA AT BRBNMPL, SALBONI

1.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 Salboni in West Bengal and Mysore in Karnataka. The Company proposes for "DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM in Plant and Township area at BRBNMPL, SALBONI. This proposal includes fixing IP cameras as per requirement, using existing/ new/ combination of existing and new infrastructure like OFC back bone, switches, servers, supplying New Hybrid SAN Storage and replacing the existing analog CCTV cameras with IP based cameras. The design of IP CCTV system may consider installation of new IP cameras by using existing infrastructure of IP CCTV system as far as possible and providing additional networking infrastructure wherever required or design completely independent IP CCTV system to fulfil scope of work and to ensure fast, stable, reliable and robust performance. The task would be executed by understanding the Company's existing CCTV system for implementing the new solution by the System Integrator/OEM/OEM integrator including Design, Supply, Installation & commissioning on a turnkey basis, training of Company's officials, handing over etc.

2.SCOPE OF WORK:

System description in general:

a) Existing Analog CCTV System:

- There are 333 Nos. Analog Cameras installed at various locations.
- ➤ Recording of these cameras is stored in DVRs and NAS storage.
- Live display of these cameras is at CCTV control room.

b)Existing IP based CCTV system:

- There are 116 Nos. cameras installed at various locations.
- These cameras are connected to Field switches
- Field switches are connected to Core switches through OFC backbone
- ▶VMS server, recording servers, Core switches and SAN storage are installed at CCTV control room.
- ➤ Recording of these cameras are stored at SAN storage.
- **c)**The main component Make & model details are as mentioned below.

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Sl.No.	Description	Make	Model	Version	Remarks	
1	VMS system	Mile stone	X Protect	11.1a		
2	SAN Storage	EMC	VNX 5600		Controllers CS0, CS1 Existing capacity: 320TB	
3	VMS Server	НР	PROLIANT DL360 GEN-9	2012	OS: WINDOWS SERVER 2012 R2 STANDARD	
4	Recording Servers	HP	PROLIANT DL360 GEN-9	2012	OS: WINDOWS SERVER 2012 R2 STANDARD	
5	Recording Server- Failover	НР	PROLIANT DL360 GEN-9	2012	OS: WINDOWS SERVER 2012 R2 STANDARD	
6	L2 switches (Commercial Field switches)	Allied Telesis	AT-x510-28GPX		24 port switches	
7	L2 switches (Industrial grade Field switches)	Allied Telesis	AT-IE200-6GP		4 port switches	
8	L3 Switches (Core switches)	Allied Telesis	AT-x510-28GSX		24 port switches-4 Nos.	
9	OFC Network	Finolex			12 Core Armored OFC cable network.	

- d) Scope of work shall include designing IP based CCTV system, supplying, installation of items as per design to the extent utilizing existing infrastructure as far as possible without affecting overall performance of IP based CCTV system, testing and commissioning of the supplied system without disturbing the existing IP system functioning. However, the bidder if uses existing items, it will be treated at par with supplied item and he should provide warranty for 3 years and comprehensive AMC for 5 years. The used items will be included in BOQ of SLA schedule and all terms and conditions of SLA will apply. BRBNMPL may extend the scope to cover shifting of existing 116 IP cameras (includes Face Recognition cameras 2 nos and Video Analytics Cameras 57 including other existing PTZ and Fixed, outdoor and indoor cameras) and ANPR (without recording) cameras of Six (06) numbers into new IP CCTV system with applicable software and hardware licenses.
- **e)** BOQ is only indicative and derived for 521 IP Cameras requirement, using all applicable components of existing IP based CCTV system. However, there is no binding to use the existing infra. Bidder, offering to create all infrastructure i.e. laying of OFC, installation of Core3 switches & Servers required to perform

the BRBNMPL's CCTV System requirement without using existing infrastructure happens to become L1 bidder, he will be awarded Contract. The supplier may Design the new IP based CCTV system with/without utilizing the existing infrastructure; the scope includes recordings of all cameras {System shall be capable to cater 600 cameras} which must be displayed in client/ Workstation PC having respective applications running. If the bidder is using the existing infra or components, the bidder should support the hardware/software for 8 years (3 years warranty+5 years CAMC) with extendibility for 2 years on mutually agreed terms. During Warranty and CAMC period, if the item under CAMC becomes obsolete/end of support, the service provider has to replace the item with that of equivalent or higher configuration with approval of BRBNMPL.

- f) The objective shall be to provide high degree of digital video Surveillance to the premises by replacing and repositioning of 333 nos Analog cameras with IP (Internet Protocol) based cameras and installing additional 188 nos IP cameras as decided by BRBNMPL. The purpose is to monitor the entire area and to record, store and retrieve the events, whenever required. It is also essential to have recorded video recording of all cameras to be stored for a minimum period of 90 days to facilitate investigations of a reported case or event.
- a) The successful bidder has to provide complete solution involving all aspects of required components, including but not limiting to, provide IP based CCTV Megapixel cameras, Servers, Storage attached Network (SAN) system, Layer 2/ Layer 3 network switches after considering the port availability of existing switches, expansion of OFC network after considering the existing backbone. Other network components and cabling along with comprehensive responsibility of design, installation, Operationalization and Maintenance for the supplied equipment at BRBNMPL, Salboni.
- g) This section of the specification includes the Design, Engineering, Supply, Installation and Commissioning of supplied items as per design and without effecting functioning of the existing IP based CCTV and imparting Training to concerned officials in connection with the new installation of IP CCTV cameras, related software, cabling (OFC, Power & Signal), and Server & Storage equipment. The storage for back up of camera recordings shall be designed considering minimum period of 90 days storage.
- h) The system shall have a provision for PTZ control cameras and fixed cameras at both indoor and outdoor multiple locations and to live monitoring at Control room and designated locations over the LAN using the latest technology such as Tri- Stream technology enabling high quality video recording over network at the SAN and lower resolution transmission to networked PCs at rates that won't cause bandwidth issues.
- i) Supplied System shall provide sufficient storage of all the high-resolution camera (Minimum 600) continuous recordings for a period of Min. 90 days @ 25 FPS at full HD or better quality using necessary compression techniques H.264/H.265 for all cameras. The Storage system shall be having minimum
 - i. SAN storage of 3000 TB usable space after Raid 6 configuration, and required controllers and licenses
 - ii. It shall be of latest release model as on bid published date.
 - iii. 24 hrs recording of one IP camera recordings shall be retrieved from SAN storage within 1 hour.
 - iv. The storage shall be continued without disturbance even though the NVR servers are under break

down.

- In case storage server not available the video data from NVR should be transferred when SAN storage is up.
- j) All Storage, Serve and Video wall will be installed in the existing CCTV control room.
- k) Central/Local Control Room will have one workstation along with controllers for camera operation. For monitoring purposes, Video wall with controller and required no. of licenses shall be setup with suitable mounting arrangements, as per user requirements. Facility for viewing and controlling all the cameras at various other locations, as required, shall be provided.
- I) System shall use video signals from various types of indoor/outdoor colour HD cameras (IP based) installed at different locations, process them for viewing on Workstations/video wall at Central Control room, local control rooms and simultaneously record all the cameras after compression using H.264 / H.265 Standard and streamed over the IP network at full HD with 25fps frame rate. The picture quality of recorded replay should be as clear as live video without any loss of frame. Mouse-Keyboard controllers shall be used for Pan, Tilt, Zoom, and other functions of desired cameras. The minimum specifications for retrieved video from SAN Storage are
 - i. Image Resolution: minimum 1080P HD (1920x1080)
 - ii. Frames per Second: minimum 25 fps
- m)All camera recordings shall have Camera ID & location/area of recording as well as date/time stamp shall be programmable by the system administrator with User ID & Password. Also, system must have provision to create multiple user ID in different levels (Min. 4 levels) with restricted access by providing selective privileges like live monitoring, recorded footage viewing, add / delete camera, configure and system administrator.
- **n)** The live video, recording & replay should be smooth & continuous without any sluggishness.
- o) System shall be pentaplex i.e. it should provide facility of Viewing, Recording & Replay, backup/ transmission and remote access simultaneously. The offered system shall have facility to export the desired portion of clipping (from a desired date/time to another desired date/time) on DVD or Pen drive. Viewing of this recording shall be possible on any standard PC using standard software like windows media player etc.
- p) All the workstations in LAN should be provided with software to view and control the cameras and retrieve the recorded video images from the Recording Server / SAN seamlessly. The IP CCTV system should be compatible to work in LAN/WAN environment for inter/intra office networking of IP CCTV system.
- **q)** The system should be designed in such a manner that operational data is not lost in case of any failure of equipment or communication network and shall design an effective network to provide 100% uptime for the entire link. System shall have provision of suitable disaster recovery mechanism.
- **r) Uptime Calculation:** Complete IP CCTV system as a unit uptime is required to be maintained at 100%.(Failure of Total recording and viewing considered as IP CCTV system down), component levels dealt by Severity levels.

Whole IP CCTV system uptime and Penalty

Objective	Type of Measure	Example SLO Requirement	Penalty	Measurement Period
IP CCTV system functioning as a Whole effecting Recording and Viewing	Availability	The IP CCTV System will be available 100% of the time	0.1% of contract value or Rs 1,50,000/- whichever is higher on each occasion or day	Monthly (24*7*30)

Individual component failures without affecting the Whole system of video viewing and Recording will be as per the severity levels defined below

- 1. **Severe (S1):** Calls that can have severe impact on business affecting IP CCTV system at large, without loss of view and whole IP CCTV system data Loss, falls under this category. E.g. SAN Storage not available (but data available at NVRs), L3 switch issues (Stand/ by L3 switch must take over), NVR down (But direct recording in SAN and viewing continues) etc.
- 2. **Essential (S2):** Calls that can have essential impact on the IP CCTV system affecting individual component or service, but do not impact IP CCTV functioning and loss of video data as a whole system, and have partial loss of viewing or recording a particular section/area fall under this category. E.g. OS/ application functioning, OFC network issues, Redundant Server issues, L2 switch issues, Virus, Hard disk crashes etc.,
- 3. **Normal (S3):** Calls that do not have much impact on the IP CCTV system as a whole but one or more low level components failure that result in partial loss of recording/ viewing for a specific camera or view fall under this category. E.g. IP camera issues, L1 switch cat6 cable issues etc.
- 4. The services shall be classified as in Tables below for the purposes of fault rectification, quarterly uptime commitment and levy of damages.
- 5. Downtime will be counted from the time of reporting the maintenance call till the resolution of the problem of Hardware or Software

TABLE – 01 (Service Classification)

Severity Level	Response Time(time within which the Contractor should Respond)	Resolution Time(Time within which the Contractor should bring the service back to normal working condition)	Quarterly Uptime Commitment in percentage	At any point of time, the below quarterly uptime commitment should be maintained
S1	1 hour	4 hours	99.50%	95%
S2	1 hour	4 hours	95.0%	90%
S3	4 hours	16 hours	95.0%	90%

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TABLE - 02 (Uptime Commitment)

Severity Level	Quarterly Uptime Commitment in percentage	Liquidated damages imposed per percentage or any fraction thereof for not meeting the SLA commitment in a quarter
S1	99.50%	0.005% of the contract value.
S2	95.0%	0.001% of the contract value.
S3	95.0%	0.0001% of the contract value.

Table - 03 (Resolution Time)

Severity Level	Resolution time allowed	Penalty Slots (above Resolution time)	Penalty Amount for Each Penalty Slot
S1	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 5000
S2	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 2000
S3	16 hrs.	One Slot = 16 hrs. continuous downtime	Rs 500

Table - 04 (Service Window)

Severity Level	Service Window in Hours	No. of days to be taken for calculation of availability
S1	24	No. of working days (Including Sundays)
S2	18	No. of working days
S3	18	No. of working days

Table - 05 (Working Hours)

Day	Service Timings	Mode of Delivery	Severity Level
Monday To Saturday	00:01 hrs to 24:00 hrs (24 hrs.)	On-site requirement between 6:00 hrs to 24:00hrs and should attend to any other calls on need basis during this service window	S1
Monday To Saturday	6:00 hrs to 24:00hrs (18 hrs.)	On-site	S2 & S3

Quarterly Uptime = Total Hours (Business days- Monday to Saturday) -Down hours (Total Down hours- Down hours in non-business days) \times 100/ Total hours (Business Days*24)

Note: For details for Uptime and penalty please see the illustration given below

Illustration on LD/ Penalty Calculation

Consider an i	Consider an item "A" for the quarter 01-Oct-20 to 31-Dec-20							
Assume this	Assume this item "A" falls under severity level S1							
Contract Value								
Total Amount of contract			Contract Amount total					
	e of the item '	'A'' during the o						
Month	Service Window	No. of working Days	Total Hrs. of Availability	Hypothetical down time in Hrs.	Continuous Downtime in Hrs.	Resolution Time allowed in Hrs.		
Oct-20	24	31	744	30	9	4		
Nov-20	24	30	720	40				
Dec-20	24	31	744	30				
Total			2208	100				
Calculation	of Liquidated	damages as per	Table-02 for th	e quarter				
Availability in Hrs.	Downtime in Hrs.	Committed uptime	Actual Uptime	Deviation	Liquidated Damages	Penalty amou	ınt	
2208	100	99.5%	95.47%	4.03	0.005%		7550	
Calculation of Liquidated damages as per Table-03 for the quarter								
Continuous Downtime Hrs.	Penalty Slot	Penalty Amount for each slot	Penalty Amount					
5 (9-4)	2	5000	10000					
*Fraction of 4 Hrs. duration will be considered as one slot Total Penalty7550+10000=Rs 17550/								

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- s) <u>Service Support</u>: Hardware and software service/ support requirements for IP CCTV system by vendor during warranty and Comprehensive Annual Maintenance Contract:
 - *Vendor/ bidder shall ensure 100% uptime for the entire system (Down time of complete system of recording and viewing not allowed, component levels dealt by Severity levels). For components he must analyses and predicts to carry out necessary part replacement or software updates as required to keep the system 100% up.

Manpower: Manpower deployment shall be 4 persons in A shift and 4 persons in B shift. The timings will be as per BRBNMPL, shift timings.

Sl. No.	Components of Support Personal	
1	Combined Skill set of Domain Administrator, OS, Backup, SAN Storage etc.,	1+1
2	Network Administrator	1+1
3	Residential Engineers for attending day to day cameras, switches, cables	2+2

^{*} Deployment of Residential Engineers (Minimum Diploma in Electronics (2 nos) and Diploma in Computers (2 nos) with at least three of them having three years' experience in similar system) - they must attend problems immediately in normal business hours and within one hour beyond business hours.

- i. 24*7 online call support for hardware and software
- ii. Media retention policy- The storage media retention shall be allowed for SAS/SSD etc storage media.
- t) It must be possible to remove one of the redundant systems for maintenance without interrupting operation, and upon its reinstatement, automatically re-synchronize the databases, again without interruption to system operation.
- **u)** The proposed solution should be able to generate various standard/ customized reports for event analysis / reporting purposes.
- v) System shall have provision to include Video Analytics feature, if any, in future.
- **w)**The system shall be designed to make provision to accommodate additional cameras / location(s) if any in future.
- **x)** The functional requirement is only indicative. The bidder shall quote the latest technology system available at the time of submitting the Bid. The bidder shall propose the most suitable economical integrated system solutions.

^{*} Sufficient Spares storage at on site as per tender requirements or as per need.

^{*} Vendor shall have Back to back OEM Service Support Agreement as below

- **y)** Latest revision of all applicable IE rules and other regulations shall be followed and comply with all the Safety statutory requirements while executing this work.
- **z)** The system should have the capacity of functioning 24x7 days in Indian Conditions and all the critical systems should provide for high availability and fault tolerance.
- **aa)**The bidder should have registered office in India.
- **bb)**The tenderer shall quote rates in Rupees per annum for all-inclusive Comprehensive Maintenance Contract, applicable for a period of five years after expiry of warranty / defect liability period of three years. These quoted basic rates shall remain firm for five years of CAMC. All applicable Taxes will be as per prevailing rates. The bidder will have to provide all software updates, releases, Version upgrades, New Versions etc. within 30 days of their availability at no additional cost.
- **cc)** The successful bidder is required to depute sufficient nos. of qualified Resident Engineer (full time on all working days) at BRBNMPL, Salboni during Supply, Installation, and Commissioning to take care of the day-to-day activities of the project. The minimum professional qualification for the Resident Engineer shall be 3 years' diploma in Electronics / IT from recognized / approved Polytechnic / Engineering college with three years post qualification experience in the IP based CCTV field.
- **dd)**CCTV System shall operate on 230 V (±10%), 50 Hz single -phase AC power supply. If any equipment operates on any voltage other than the supply voltage and supply frequency, necessary conversion device for supply shall be supplied along with the equipment.
- **ee)**All the fitting and fixtures for IP / CCTV camera, their cabinet etc. at specified locations, workstation computers, UPS fitting will be done firmly as per the instruction of BRBNMPL Engineer/officials only.
- **ff)** After design, supply and Installation and commissioning of IP based CCTV system for all milestones and testing the images to the satisfaction of BRBNMPL officers for a week and FAT of complete system for 15 days, supplier shall Dismantle and Remove all existing cables, cameras with accessories, DVR racks, control room equipment etc, all pertaining to existing Analog CCTV System and keeping at designated location as per the instruction of BRBNMPL and take back except the storage media as part of buy back offer.

3. DETAILED SCOPE OF WORK

3.1 IP cameras

- a) Design, Supply, Installation & commissioning of IP Cameras for surveillance at all notified areas of the Main Press and Township areas with all required accessories as per design. Scope includes replacing the existing analog CCTV Cameras with new IP cameras and installation of new additional IP cameras and interfacing to SAN Storage & server with OFC backbone.
- b) Integration of PTZ control cameras and fixed Megapixel cameras at multiple locations (indoor/outdoor) with the OFC Network, live monitoring and storage at Control room over the LAN using the latest technology such as Tri- Stream technology enabling high quality video recording over network at the SAN storage and lower resolution transmission to networked PCs at the rates that won't cause bandwidth issues.
- c) Parameters of each camera like recording resolution and frame rate etc. shall be user programmable at

camera through VMS.

- d) Housing of cameras meant for indoor use shall be of IP 55 rating whereas outdoor camera housing shall be of IP 66 or better rating. These must be integrated by the camera manufacturer. The Camera Housing & Fixtures should be of Camera OEM.
- e) The camera shall be designed for commercial / industrial 24x7 use based upon standard components and proven technology using open and published protocols. The camera provided shall be backed by a minimum of three years manufacturer / supplier warranty with support for MPEG-4/H.264/H.265 and IPv6, wherever applicable IEEE 802.3af (PoE).
- f) The camera shall be equipped with an integrated event functionality, which can be trigged by External input, Video Motion Detection, Audio Detection, Schedule, Camera tampering, Local storage full etc. Response to triggers shall include Notification, using TCP, SMTP or HTTP Image upload, using FTP, SMTP or HTTP Activating external output recording to local storage and triggering alarm appropriately.
- g) All IP cameras shall conform to Open Network Video Interface (ONVIF) standards to ensure interoperability with network components in system-wide solutions. The cameras shall be designed to support open system communications among IP-based security devices with Storage Area Network (SAN) and Video Management System (VMS).
- h) All IP cameras shall be a combination of world-class imaging and IP networking technology. It shall support tri-streams video and multiple compressions formats with frame rates minimum 30 fps for NTSC and 25 fps for PAL system. The digital compression parameters for the two video streams are independently configurable.
- i) All the cameras, network components should be provided with suitable surge suppressor for protection in power, signal & video lines against lightning.
- j) In order to optimize the memory, while recording, video shall be compressed using H.264 / H.265 standard and streamed over the IP network.
- k) PTZ Cameras shall have 64 or more pre-defined positions, to be selected through suitable input alarm. System shall have provision of WAN connectivity for remote monitoring. Camera position and movements should be programmable for each camera for viewing / monitoring a particular span of area, by swipe or by constant watch.
- 1) All Software Licenses should be in the name of BRBNMPL.
- m)Software Licenses renewal certificate and proof of existence of back to back support agreement with OEM has to be produced before raising the 1st quarter bill for CAMC.

3.2 Recording / Camera Server

- a) Design, Supply, Installation & commissioning of Recording / Camera Servers & failover server of latest higher end version to replace the existing DVRs.
- b) The Recording servers shall be able to support all cameras at 25 frames per seconds and HD / Megapixel (up to 8MP) resolution while maintaining less than 70% load on each Recording Server.
- c)The Recording servers should be the front-end recording of the cameras for 07 days, Raid 10 back up with

n+1 hot stand by configuration and required controllers and licenses. If any one of the camera servers fails, the stand by (Failover) server must take over automatically without any delay. **Back up recordings of all cameras for a min. 7 days shall be available at the Recording Server.**

- d) The NVMS should be provided with Failover Directory software to avoid the single point of failure. Recording and client PC should not have the complete dependency on the directory for running operation. In the event of failure of directory as well as failover directory at least limited functions of recording and display should be continued. The NVMS should also be provided with Failover Recording feature.
- e) The system shall be based on the latest in software programming technology. The software should be compatible with Windows Operating Systems (Windows Server 2019 or later versions) and should be user friendly. The system shall allow operation with PC.
- f) Existing recording servers shall be configured to new IP cameras wherever applicable.
- g) The bidder shall clearly mention the End of support declared by OEM for SAN Storage, servers, processors etc. and it should be minimum 8 years from FAC i.e. 3 years Warranty + 5 years CAMC period.

3.3 SAN Storage

- a) Design, Supply, Installation & commissioning of SAN storage system with latest higher end version with minimum 3000 TB usable capacity after Raid 6 configuration and required controllers and licenses
- b) Storage system shall be Storage Area Network (SAN). The Network video storage shall be capable of storing full HD camera videos for the specified period based on the following details:

Resolution Minimum 2 MP for each camera

Frame Rate 25 FPS

Activity Level 100%

Duration of recording 24/7 continuous recording of Min. 600 cameras for 90

days with Raid 6 Configuration, and required controllers and

licenses

- c) The bidder shall provide the storage capacity as per the above requirement for the various types of cameras and their recording duration. The bidder shall also furnish the calculations to establish that the offered storage capacity is adequate to meet the above requirement. If the offered storage capacity is found to be insufficient at any point of time, the bidder shall provide additional storage without any additional cost.
- d) All storage redundancy and mirroring capabilities shall be done using hardware solution and shall not rely on the Operating System and Server CPU to perform these functions. The Storage should support IP based replication in future. The bidder should provide details for the offered configuration: Drive type, Drive speed, Drive size, RAID group used to configure usable capacity (Data + parity + spares) along with total disks supported by the storage and balance disk space.
- e)The entire System shall operate on 230 V (±10%), 50 Hz AC single phase online UPS power supply. If any equipment operates on any voltage other than the supply voltage and supply frequency, necessary

conversion/correction device for supply shall be made by the supplier.

f)The bidder shall clearly mention the first sale date availability for Sale of the item/s being offered and also service support declared by OEM, wrong declaration may lead to disqualification of bidder during techno commercial bid evaluation.

3.4 OFC Backbone Network, Network Switch & CAT 6 cabling for Communication

- a) Existing OFC network shall be used for data / voice / video communication and network shall be expanded for additional requirement.
- b) L3 switch is the central point of the OFC network, located at the control room. All indoor / outdoor L2 switches with combo SFP port shall be installed with suitable enclosure at designated locations. If the existing L3 switches are unable to handle the proposed set up, additional L3 switches may be designed by bidder.
- c) 12 core OFC is to be used for creating the network. All the switches will be connected in a ring /star formation to enhance network reliability and no single point failure to keep network latency at a minimum.
- d) The network must be designed to have sufficient band width (Minimum 10G) for simultaneous viewing as well as recording for 600 cameras.
- e) L3 Switches configured to provide 1+1 hot redundant and also to provide fail-safe service for all the connected cameras by hosting all OFC rings.
- f) The OFC network should be tested and commissioned to the required IS standard.
- g) The underground laying of OFC cable shall be through HDPE pipe as per IS standards.

4 COMPREHENSIVE CAMC

Entire system shall be maintained under Comprehensive AMC for Five years, after successful completion of three years of warranty period. The scope of CAMC includes

To check and attend daily maintenance / periodic maintenance.

- 1) Attending to breakdown calls as and when received.
- 2) Comprehensive AMC should be for the Total IP CCTV system installed including all cameras, servers, monitors, Video wall, network switches, storage devices, cables of all types and all hardware and software etc.
- 3) It will be the responsibility of successful bidder to replace the defective components during warranty as well as CAMC period to make the system serviceable.
- 4) The successful bidder shall provide all software updates, releases, Version upgrades, New Versions and renewal of licenses etc. within 30 days of their availability at no additional cost to the BRBNMPL.
- 5) The Contractor should maintain the overall system 100% uptime (Failure of Total recording and viewing considered as IP CCTV system down, component levels failures dealt by Severity levels) through redundancy and spares at site and for Server, Storage, Network etc. as per SLA applicable uptime will be considered.
- 6) In case of failure of Main / Hot standby Hardware / software if any shall be resolved as per SLA terms.

- 7) If the contractor fails to liquidate the complaints, failure of the system within a stipulated time frame, LD and penalty as per SLA for each occasion will be deducted.
 - Component level downtime calculation is on the basis of window time in SLA. Penalty for component level down time is as per severity levels in uptime clause above and SLA.
 - However, total deduction in this regard is limited to 10% of the contract value.
- 8) In case of any failure of component due to lightening, it will be the responsibility of successful bidder to replace the defective components during warranty as well as CAMC period to make the system serviceable. The supplier shall take over the replaced parts/ goods after providing their replacements during Warranty and CAMC except defective disks / memory devices which will be retained by BRBNMPL and shall not claim for such replacements.
- 9) Minimum spares to be kept at site shall include but shall not restrict to the following;

Sl.No.	Item Description	Quantity (Nos.)
1	Fixed Camera	6
2	PTZ Camera	3
3	LIU	2
4	a)L2 Switch 24/8/4 Port commercial	2 Each
5	All type of server disks	2 each
6	10G & 1G SFU modules	2 each
7	OFC patch cards 10 mtr	10
8	Power supply unit, Network card, Motherboard etc. for Camera servers and VMS server	1 each
9	Any other item which is critical in nature to maintain the system	1 each
10	SAN Storage Disks	10 nos

5 NATIONAL/INTERNATIONAL STANDARDS FOR MATERIAL

All materials supplied shall be of applicable national / international standards of FCC, UL, CE, BIS, IEC, EN, ROHS

6 OTHER REQUIREMENTS

- a) **Supply, Installation and commissioning:** Supply, Installation, commissioning and proving of performance to be carried out by the supplier at BRBNMPL, Salboni site within stipulated period as early as possible, to the satisfaction of BRBNMPL.
- b) Spares and Service Support: Supplier shall attend periodical and breakdown maintenance of the system during the warranty period without any additional cost. Also, the bidder shall <u>ensure spare support for minimum of Ten years from the FAC date</u>. Non availability of spares/standby units/components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service. For

ensuring prompt service, minimum required spares/standby units shall be maintained at site during warranty and CAMC period. After use of any such spare unit/cards etc, the same shall be replenished at the earliest.

- c) All the bought-out items used should be of reputed make and easily available in the Indian market and should have back to back support from the OEMs.
- d) All the structural functional parameters should be matched one to one with existing system. However, internal construction is the discretion of supplier and it is his sole responsibility to ensure the intended performance of the proposed system up-gradation.
- e) Along with system hand over, detailed Electrical, Mechanical and network drawings (printed), cad diagram of installed system layout, technical manuals of all system components and software user licenses for all software used should be provided by the supplier including those purchased from OEMs.
- f) Documentation: All relevant product information such as 3 sets of user manual, technical specification sheet etc. of all system components should be submitted. Also layouts, as built diagrams & sketch, operation & Maintenance Manual (Parts catalogue, spare list, Electrical Diagram, Electrical/Electronic components details, OEM manuals etc.). Installation guides, datasheets, all software (OS, Application software etc.), installation CD's with license copies to be handed over to BRBNMPL, after commissioning. Proposed Functional design specification, proposed layout of system shall be submitted at the beginning of project execution and get approved by BRBNMPL. The documents generated for this project is/will be sole property of BRBNMPL and should not be used/divulged for any other purpose. The proposed functional design, proposed layout shall be in line with the requirement not in line with BOQ (BOQ is only a guideline in this tender)- efficient, reliable and robust system design is expected.
- g) **Software License**: All Software (operating/application) Licenses for life time should be in the name of BRBNMPL, Salboni and shall be upgraded at free of cost as & when new versions are released.
- h) **Training to user:** Supplier shall impart proper training to the users and Technical team for trouble free operation and maintenance of the machine.
- i) **Tools and Tackles**: All tools & tackles, equipment and other required facilities for un-loading, shifting of equipment to the workplace and erection & commissioning of the system shall be arranged by the contractor.
- j) The successful bidder shall supply the miscellaneous materials like Cables, junction box, anchor fasteners, screws, bolts and nuts, clamps, suitable angles, cable ties etc. for cable laying and carry out associated minor works for successful completion of work. Contractor shall do any other related jobs that are not mentioned above, but found necessary at the time of execution to complete the job in all respect.
- k) The bidder must provide a valid certificate of authorization for providing after sales service for all the Third-Party Equipment / Systems supplied from the OEM. The certificate should be in the letter head of OEM issued on the name of bidder and currently valid.
- l) **Modifications**: Supplier shall agree for any minor modifications in system up-gradation (without having any additional financial implications) to match withspecific requirement of BRBNMPL.

7 Final Acceptance Test (FAT) and Final Acceptance Certificate (FAC)

The Upgraded system shall be tested for 15 days in real working environment and Final Acceptance Certificate (FAC) will be issued based on the satisfactory performance during the FAT.

FAT shall include but not restrict to the following tests:

- 1) Testing of Layer 3 Switch
- 2) Testing of redundancy of uplinks between L2 and L 3 Switch
- 3) Testing of redundancy of Recording Servers.
- 4) Testing of hard disc failure in Raid 6 Configuration of storage
- 5) Testing of Usable capacity of Storage both in camera server & SAN
- 6) Checking of PTZ controls of PTZ camera
- 7) Checking of recording, playback & other various features randomly
- 8) Checking of recording, replay video quality, Frame rate etc. to ensure smooth & continuous video without any jerks.
- 9) Checking of all software server & client has been installed correctly & running without any bug/error.
- 10) Testing of the functionality of the VMS features including Recording, retrieval of footages etc,.
- 11) Testing of parallel recording both at camera servers and SAN storage
- 12) Testing of Camera edge recording during failure of Network/camera servers etc.
- 13) Any other test necessary / relevant for full functioning of the system

Third Party certification for OFC and Network Throughput has to be submitted by the Contractor.

8 Detailed Technical specifications

All the bidders must attach the point by point compliance for below specifications in their technical bid. The specification mentioned below are indicative not exhaustive. The Bidder is requested to submit the detailed and exhaustive proposal along with the design proposed for complete set up of IP CCTV System.

A.IP cameras

a. IP Based Outdoor Varifocal IR Bullet Cameras

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Image sensor & Minimum Effective Pixels (Resolution) or better	1/3" or better CMOS or Equivalent & Minimum 2 MP, FULL HD (1920*1080)	
2	Electronic Shutter	1/10 to 1 / 10000 s or better	

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SAL/FF/MMD/PUR/08

3	Min illumination/ light Sensitivity	0 Lux on IR on	
4	Wide Dynamic Range	True WDR min 140 dB	
5	BLC and HLC	ON/OFF	
6	Focus	Automatic Back Focus	
7	Automatic Gain Control	Auto / Manual	
8	Sharpness, Brightness, Contrast	Auto / Manual	
9	IR Range	Min. 50 Meter	
10	Frame Rate	25 FPS @1920 x 1080 at H.265/264 Compression	
11	Lens	8-50 mm varifocal lens or better	
12	Video		
a)	Day and Night Functionality	Automatic, Color, Mono	
b)	Video Resolution	> 2 MP (1920x1080)	
c)	Video Streams	Individually configurable 03 video streams H.264/H.265	
13	Compression	Dynamic I frame and intelligent compression on H265/H264 to reduce bandwidth.	
14	Audio		
a)	Audio support	Required	
b)	Audio Compression	Minimum G.711 or better	
c)	Two-way audio	Required, duplex	
d)	Input / Output	01 IN & 01 OUT	
15	Network & Interface		
a)	Interface	RJ-45 for 10/100 base-T Ethernet	
b)	Network Protocols support	IPv4, IPv6, TCP/IP, HTTP, DHCP, UDP, DNS, SMTP, RTP, RTSP, SNMP, UPnP, NTP, ICMP, IGMP or compatible.	
c)	Alarm Event	Events / alerts send via FTP, HTTP, email, Pre-Post alarm video buffering etc.,	
d)	Alarm I/O	1 In & 1 Out terminal	
e)	ONVIF Network Interface Specifications	ONVIF Profile S , G and Q Compliant or equivalent.	
16	Security	•	
a)	Basic	Features like Password protection, HTTPS encryption, 802.1x etc.,	
b)	Advance	Features like •User account and password protection •User access log •To secure IP protocols including https and TLS	
		(TLS1.2) that enable movement of data including passwords on secure channels.	

		 Network access control (IEEE 802.1x) IP address filtering to provide additional level of control by permitting access only from permitted IP addresses. 	
		•Closed API authentication etc.	
17	General		
a)	Operational temperature °C	0°C to 60° C or better	
b)	Humidity	0 to 95% RH non-condensing	
c)	Outdoor Housing	IP66, IK10, should be of same make	
d)	Power Camera	PoE (Up to 15.4 Watt) OR eAC24V/ DC12V, 100- 240VAC	
e)	Certifications	CE, FCC, UL & RoHS compliant or equivalent.	
18	Local Storage		
a)	SD card	128 GB	
19	Other	I/O Box, POE injector, patch cord, surge suppressors and other accessories required to connect the camera in IP network.	

b. IP Based IR Indoor HD Bullet Cameras

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Image sensor & Minimum Effective Pixels (Resolution) or better	1/3" or better CMOS or Equivalent & Minimum 2 MP FULL HD (1920*1080)	
2	Electronic Shutter	1/10 to 1 / 10000 s or better	
3	Min illumination/ light Sensitivity	0 Lux on IR on	
4	Wide Dynamic Range	True WDR min 140 dB	
5	BLC and HLC	ON/OFF	
6	IR Range	Min. 50 Meter	
7	Focus	Automatic Back Focus	
8	Automatic Gain Control	Auto / Manual	
9	Sharpness, Brightness, Contrast	Required	
10	Frame Rate	25 FPS @1920 x 1080 at H.265/264 Compression	
11	Lens	2.8 - 12 mm varifocal lens or better	
12	Video		
a)	Day and Night Functionality	Automatic, Color, Mono	
b)	Video Resolution	Minimum 2 MP (1920x1080)	
c)	Video Streams	Individually configurable 03 video streams H264 / H.265	

d)	Compression	Dynamic I frame and intelligent compression on H265/H264 to reduce bandwidth.	
e)	Quad H.265/H264 (Recording & Viewing)	Required, Live stream 1080p should support min. 30 FPS and recording at lower resolution and frame rate or vice versa as may be configured.	
13	Audio	, ,	
a)	Audio support	Required	
b)	Audio Compression	Minimum G.711 or better	
c)	Two-way audio	Required, duplex	
d)	Input / Output	02IN & 01 OUT	
14	Network & Interface		
a)	Interface	RJ-45 for 10/100 base-T Ethernet	
b)	Upgrade	Through web browser , online, firmware Upgrade	
c)	Network Protocols support	IPv4, IPv6, TCP/IP, HTTP, , DHCP, UDP, DNS, SMTP, RTP, RTSP, SNMP, UpnP, NTP, ICMP, IGMP or compatible	
d)	Alarm Event	Events / alerts send via FTP, HTTP, email, Pre-Post alarm video buffering etc.,	
e)	Alarm I/O	1 In & 1 Out terminal	
f)	ONVIF Network Interface Specifications	ONVIF Profile S , G and Q Compliant or equivalent.	
15	Security	•	
a)	Basic	Features like Password protection, HTTPS encryption, 802.1x etc.,	
b)	Advance	 Features like User account and password protection User access log To secure IP protocols including https and TLS (TLS1.2) that enable movement of data including passwords on secure channels. Network access control (IEEE 802.1x) IP address filtering to provide additional level of control by permitting access only from permitted IP addresses. Closed API authentication etc. 	
16	General		
a)	Operational temperature °C	0°C to 50 °C	
b)	Humidity	0 to 80% RH non-condensing	
c)	IP rating	IP55, IK10, Clear sight coating	
d)	Power	PoE (Up to 15.4 Watt) OR eAC24V/ DC12V, 100- 240VAC	
e)	Certifications	CE, FCC, UL& RoHS compliant or equivalent.	
17	Local Storage		
a)	SD card	128 GB	

18	Other	I/O Box, POE injector, patch cord and other accessories required to connect the camera in IP network.	
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c. IP Network Megapixel PTZ Full HD Camera for Indoor/Outdoor application

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Image Sensor	1/3" Progressive CMOS,MOS	
2	Resolution	1920x1080, 1080p (>2 MP)	
3	Minimum Illumination	0 lux IR on	
4	Lens	4.5 to 129 mm Varifocal lens or better	
5	Angle of view	Minimum range 2.4 - 60 (H), 1.8 - 36 (V)	
6	Optical Zoom	30x	
7	Digital Zoom	12x	
8	Back Light Compensatio n	BLC/ HLC/ WDR	
9	Motion Detection	On/ Off	
10	Wide Dynamic Range	True WDR; Min 140 dB	
11	Day/ Night	Auto/ Color/ BW, True Day/Night with ICR,	
12	Shutter Speed	1/1 to 1/10000 Sec or better	
13	Noise Reduction	3D Noise Reduction (3DNR)	
14	Electronic Image Stabilizer	On/ Off	
15	IR Illumination	Built-in IR LEDs with Min. 200 m illumination	
16	Pan Travel	360 degree endless	
17	Tilt Travel	-10 to 90 degree, Auto Flip 180 degree	
18	Preset	250	
19	Preset Accuracy	0.225 degree	
20	Video Compression	H.264/H.265 / MJPEG / MPEG4	
21	Video Streams	Minimum 3 streams (2 Configurable Primary Streams & 1 Service stream) Primary Streams:1080p/ 720p/ D1 @ 25/30fps Service Stream: 720p/D1/CIF @ 15/25/30 fps	
22	Network Protocol support	IPv4/IPv6, HTTP, HTTPS, TCP/IP, UDP, UPnP, ICMP, IGMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, DDNS, FTP, QoS, SNMP v2c/v3, RTCP or compatible	
23	ONVIF Network Interface Specifications	ONVIF Profile S, G, Q and T Compliant.	
24	Security		

a)	Basic	Features like Password protection, HTTPS encryption, 802.1x etc.,	
		Features like	
		User account and password protection	
		User access log	
b)	Advance	• To secure IP protocols including https and TLS (TLS1.2) that enable movement of data including passwords on secure channels.	
		• Network access control (IEEE 802.1x)	
		 IP address filtering to provide additional level of control by permitting access only from permitted IP addresses. 	
		Closed API authentication etc.	
25	Onboard Storage	128 GB Micro SD Card	
26	Onboard Recording Type	Event trigger recording Continuous and scheduled recording Automatic recording when network fails	
27	Event	Motion Detection, Video Tamper, Network Disconnection	
28	Event Notification	Record in SD Card/ FTP, Relay Output, Snapshot	
29	Alarm Input/ Output	7 Inputs, 1 Output	
30	Audio Input/ Output	1 Input, 1 Output	
31	Audio Compression	G.711/ G.711Mu	
32	Audio Stream	Full Duplex, Simplex	
33	Power Source	230VAC, 50Hz, High PoE (Class 5)	
34	Operating Temperature	-10°C to 60°C or better	
35	Operating Humidity	< 90% RH (non-condensing)	
36	Vandal Protection	IK-10	
37	Ingress Protection	IP66 (Rugged Outdoor Housing)	
38	Regulatory	UL, EN, FCC or equivalent.	
39	Housing & Fixture	Required Housing & Fixture to be supplied. Camera, Housing & Fixture should be of same make	
40	Other	I/O Box, patch cord, surge suppressors and other accessories required to connect the camera in IP network.	

B. Video Management System, Server & Storage

a. **Video Management Software:** Bidder can use or upgrade the existing VMS or Bidder can provide his own VMS in place of existing one. The details are given below;

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Enterprise and Scalable Management Platform	The VMS shall be an enterprise solution and scalable to support unlimited number of cameras. VMS should support latest Windows Server operating system (latest Release as on bid published date) on Server machine. It should support latest Windows OS on Client machine, independent of what operating system is there in the servers. VMS should support SQL/ MySQL/ Oracle DBMS.	
2	Distributed Architecture and Openness	The VMS shall support distributed video architecture which seamlessly integrates-e the video operations of numerous systems onto one virtual platform, allowing security operators to view and control all cameras, whether across a single facility or across the multiple locations. The VMS shall support seamless integration with other security and safety equipment / systems like Fire Alarm System, Access Control system, Perimeter Protection System etc. so as to monitor on the GUI, alert and automatically focus the nearby CCTV camera towards the area of alarm/incident. The VMS shall support ONVIF S profile and integrate all cameras supporting ONVIF S profile.	
3	Standards for Software	The VMS shall be designed and developed to the approved National and International standards	

4	C C1	T1 VMC 1 11 M 1 1 1 1	1
4	Server-Client Architecture	The VMS shall Manage and support Enterprise Database servers, Recording Servers, Analytics Server, Storage and Operator workstations. The VMS shall support minimum 750 cameras managed per Enterprise Database Server. Ssystems shall be scalable by adding additional Servers. The VMS shall support Analytics Servers dedicated to analyze video streams. The Analytics Servers shall process the live video using preconfigured rules and Intelligent Video Analytics algorithms to determine events of interest. The VMS shall provide minimum 10 client software licenses. Also, VMS should be compatible with video controller/video wall.	
5	Fault Tolerant Architecture and Redundancy	The database server shall provide a central fault tolerant repository for all configurations and run time information for the complete system. The VMS must be capable of running a pair of similarly configured Database Servers in a hot backup configuration where at any point in time, one is the acting Primary and the other is acting as the Hot Backup. The backup Database Server shall be continuously synchronized with the master Database Server to ensure that it is always up-to- date and ready for fail- over, when required. The failover for Database Server should be seamless and should not affect recording of cameras. It must be possible to remove one of the redundant systems for maintenance without interrupting operation, and upon its reinstatement, automatically re- synchronize the databases, again without interruption to system operation. The VMS shall support Primary and Backup Recording Servers allowing N:1 to N:N Redundancy. The failover and roll back mechanism between Preferred and Backup Camera Servers shall be configurable and support both automatic and manual operation. The failover process for Recording Server should not take more than 10 sec for Hot standby server. The VMS should include multicast and multi streaming supported. The system shall automatically switch to unicast, if client fails to connect to the multicast system.	

6	Concurrent Web Clients and Console Stations	The VMS shall provide Internet Explorer, Chrome & Mozilla Clients for users other than Operators in Command & Control Room. These clients will be used for viewing of cameras by Security Officers and other authorized users other than in Command & Control Room. The VMS shall provide a professional level Surveillance Console interface for control room operators. Its primary role shall be to meet the	
7	Operational Features of VMS	operational requirements related to surveillance. The VMS console shall have a Navigation Pane that include separate tabs to display available cameras, Views, groups and locations available to the operator based on their security settings. It shall include a Multi-level camera tree with built-in filter search capability. It shall support user defined logical groups. The VMS shall have flexible workspace with simultaneous display of Live and Recorded video from the same or different cameras. Information describing the camera and associated video shall be shown in the tile including camera name, camera number, camera health status and whether the camera is currently recording, replaying video, paused or playing live video. The VMS shall have Wild- Card search feature for cameras in Camera Tree and Groups. The VMS console shall have a timeline control to display and play back recorded video for one or more cameras. Playback shall be possible on 1 or more cameras simultaneously for all cameras currently displayed in the Video Workspace. The Timeline toolbar shall include Play, Pause, Snapshot, Fast Rewind (upto 16x), Frame Rewind, FastForward (upto16x), Frame Forward, Jump Back, Motion Search and Calendar Control as standard features. The timeline will also have zooming and scrubbing feature for easy analysis of recorded videos.	
8	Edge Recording and Backfill	The VMS shall support edge recording of video on SD card inside the camera in case of network connectivity between camera and VMS/ SAN Storage is down. The VMS shall support restoration of edge recorded video in the VMS/ SAN storage once the network connectivity between camera and VMS is up.	

9	Digitally Signed Export of Camera Videos	The VMS shall support export of video for evidentiary purposes. It shall be possible to select the portion of video required and export only that portion in Windows Media Format and Native Format. The VMS must support all exported recordings and exported audit logs to be digitally signed to prove authentication (origin of the recording and audit log) and integrity (exported recording and audit log have not been altered or tampered with). The VMS system shall provide a default digital certificate for signing the exported recordings and audit logs. Customization shall also be provided to allow for the user to supply his/her own digital certificate	
10	Camera Tamper Detection Feature	The VMS shall support tamper detection of alarm for the connected cameras/ Analytics Server. Tamper detection shall include changed field view, camera blurred and camera blinded	
11	PTZ Camera Control	The VMS shall support Area configuration to allow users to view specified cameras only. The VMS shall support Control Level determining if a user is allowed to operate the PTZ Controls for a camera. The VMS shall support Control Reservation Period allowing if a particular user has controlled the camera no other user can control the camera until this reservation period has expired. Users with a higher security level shall be able to take control of the camera at any time.	
12	Recording and Archiving of Camera Videos	The VMS should support multiple streaming and parallel recording of cameras. The bidder has to provide sufficient storage inside the recording servers to record all cameras for 7 day s at 1080p, 25 fps, H.264, H.265 compression. Parallelly, the video recordings shall be stored in the SAN storage also for 90 days back up. In case of loss of video to SAN storage due to any failure, there should be provision to copy/move data automatically or Manually from camera server to SAN box for the failure duration. User can manually extend the retention period for important video recording by overriding normal video retention. The VMS shall provide the ability to automatically archive all recordings. It shall be possible to automatically archive any type of recording at a	

		preconfigured period after the recording has completed. It shall be possible to modify the automatic archive setting for each recording individually, as required. The VMS shall support continuous background recording, scheduled recording, event activated recording and user activated recording for all connected cameras.	
13	Search and Playback of recorded Videos	The VMS shall provide a simple search for all video recorded. The user selects the time indicator which shows a calendar and time line. The user selects the required search period. Once the time criterion is entered, the —search is selected. Video recorded during the selected period will be returned by the search. The VMS shall provide an advanced search of recorded video. The search shall be based on recording time, camera and recording details. It should be possible in VMS to merge recorded video sequences from different or overlapping time intervals form different cameras to one and same the export. It will provide a consolidated video evidence for a complete overview of incidents.	
14	Digital Zoom and Video Recording on live video client	The VMS shall support the ability to digitally zoom into an area of the image as well as provide the ability to enhance the image viewed by adjusting the levels of brightness, contrast, noise levels and sharpness through camera Web page from live video. VMS client should support Hardware Acceleration feature by using the GPU for video decoding to bring down the CPU utilization and support more number of cameras on any given workstation. Client software should be able to overlay the following information on every video panel: 1. FPS 2. Codec info 3. Resolution 4. Multi-cast status 5. Hardware Acceleration Status 6. Lost Frames 7. Motion Detected 8. Camera nomenclature (Camera name, Location etc.)	

15	Alarm	The VMS shall have integrated Alarm Module for	
	Module	video system and analytics alarms. The Alarm	
		module shall have Alarm and Event summary with	
		Video Clip attached. The Alarm module shall	
		provide Audio Alert in different audio tones for	
		Low, High and Urgent priority alarms. The VMS	
		shall have the feature to pop- up video from the	
		camera on a dedicated alarm monitor in case of an	
		alarm is generated in that camera. The cameras will	
		be queued in sequence in case of multiple alarms till	
		they are acknowledged by the operator. The alarm	
		support shall allow for continuous monitoring of the	
		operational status and event triggered alarms from	
		servers, cameras and other devices.	
		VMS should be capable to raise alarm in the	
		following	
		cases:	
		Storage Disconnection / Unavailability	
		2. Camera video loss	
		3. Recording Server Unavailability	
		A bookmarking feature shall be included in the	
		Video Management System, allowing the client	
		viewer users to mark incidents on live and/or	
		playback video streams	
16	Diagnostic	The VMS shall provide diagnostic modules to assist	
	Module	with system health assessments and collection	
		of diagnostic information. The Diagnostics	
		applications shall provide a unified user interface	
		for running tests, recording system activity,	
		collecting diagnostic information and viewing	
		system log files.	
		It shall be possible to collect diagnostic information	
		on all components of the VMS application including	
		Database Servers,	
		Recording Servers, Clients and network activities.	
17	Report	The VMS shall have an integrated Alarms, Alarm	
	Management	Management and Reporting module which can	
	System	create any desired reports at any incidence.	
10	1.5	, , ,	
18	Map	Built-in map function in the client viewer shall Provide	
	Function	an intuitive overview of the system and shall offer	
		integrated access to all system components. VMS	
		should support GIS Map, CAD offline Maps (Google	
		Maps, Bing and Open street Maps). Map function shall	
		be able use standard graphical file formats including	
		jpg, gif, png, tif etc.	
		It shall be possible to use any number of layered	
		maps, and it shall be possible to easily drag-and-	
		drop and point-and-click definition of cameras,	

		servers, microphones, speakers, I/O devices, hot-	
		zones, and PTZ camera presets.	
		Hot zones shall be allowed for intuitive navigation	
		between different map levels.	
		Map function shall support central overview of the	
		surveillance system via an alarm list containing	
		alarm indicators of high, medium or low prioritized	
		alarms. Furthermore the alarms shall be categorized	
		by the following states; new, in progress, on hold, or	
		closed. Alarms must be possible to acknowledge by	
		right	
		clicking elements on maps	
19	System	The system monitoring feature shall make it possible	
	Monitor &	to view system information and create reports on:	
	Configuration	1. Management servers (show CPU and memory	
	Report	usage)	
		2. Recording server (show CPU and memory usage	
		and usage data for disks, storage, networks and	
		cameras)	
		3. Failover servers (show CPU and memory usage)	
		4. Additional servers (show CPU and memory usage	
		on log servers, events servers, and so on.	
		5. Cameras (such as camera status, if the individual	
		camera is recording, the recording server the camera	
		is connected to and more)The VMS solution shall	
		support a functionality to generate a PDF that shall	
		document all parts of the system configuration,	
		including preview of	
		Video.	
20	Intelligent	The VMS shall Support an integrated Intelligent	
	Video	Video Analytics system from same or other OEM.	
	Analytics	Events from the Intelligent Video Analytics system	
		shall be passed back to the VMS to start a recording	
		and generate an alarm of configurable priority.	

b.VMS / Backup Application Server

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Processor	10 Core Intel® Xeon or AMD equivalent)	
2	RAM	Min 32 GB and extendable upto 128 GB	
3	Internal storage	Disk Set 1 - NTFS formatted Type: SSD SATA/SAS Mixed Use Configuration: RAID 1 (Mirror) / RAID 10 (Stiped Mirror) with required controllers and licenses Capacity: 240GB 4X 600GB SAS (15k RPM) on RAID 10 SQL DB and Transaction Logs	
4	Network Interface	4 Nos 1 Gbps Gigabit Ethernet ports	
5	HBA interface	Dual Port PCI-e FC HBA	

6	Operating System	Microsoft Windows Server 2019 and above / latest (64 bit) Standard Edition. License Copy would be in the name of BRBNMPL	
7	SQL Server	SQL Server 2019 Standard / latest	
8	Licensed Software	VMS licence should be in the name of BRBNMPL & database used for VMS should have licence in the name of OEM / BRBNMPL	
9	Power Supply	Dual Redundant Power Supply	
10	Optical Drive	DVD +/-RW	
11	Keyboards and Mouse	USB type	
12	USB port	YES	
13	Form Factor	Rack/Tower type	

c.Video Recording Server / Camera Server

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Processor	Dual 8 Core Intel® Xeon or AMD equivalent and higher	
2	RAM	Min 32 GB DDR4 ECC and extendable up to 128 GB	
3	Internal storage	Disk Set 1 - NTFS formatted Type: SSD SATA/SAS Mixed Use Configuration: Single hard drive or RAID 1 Capacity: 240GB Software: Windows operating system, Camera Server software Disk Set 2 Configuration: Single hard drive or RAID 5/6 Capacity: Refer to system sizing tool Software: VMS Recordings	
4	Network Interface	4 Nos 10 Gbps Gigabit Ethernet ports	
5	HBA interface	Dual Port PCI-e FC HBA	
6	Operating System	Microsoft Windows Server 2019 and above / latest (64 bit) Standard Edition/linux. License Copy would be in the name of BRBNMPL	
7	Antivirus	Antivirus (Symantic/ quickheal/ McAfee) should be regularly updated for at least 8 years.	
8	Software License	All software including VMS licenses should be in the name of BRBNMPL.	
9	Power Supply	Dual Redundant Power Supply	
10	Optical Drive	DVD +/-RW	
11	Keyboards and Mouse	USB type	
12	USB port	YES	
13	Form Factor	19" rack mountable with redundant Power supply & redundant OFC network port.	

d.SAN Storage

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Sl No	Feature	Required Product Specifications	Compliance (Yes/No)
1	High Availability and Storage Processors	 The Proposed Solution should be a Hybrid Storage System with concurrent support for SAN, iSCSI and Fiber Channel protocols configured with dual redundant Active-Active Controllers Each Controller must have minimum Intel E5-2600 minimum 8 Core Processors per controller or equivalent and 64GB Memory. The Proposed Solution should be based on real time optimized operating system. (It should not be a general purpose OS). 	
2	Memory and HDD Support	 The controllers should have minimum 128GB memory spread across dual controllers. The Proposed Solution should be scalable to more than 300 Drives in the same Storage Array / group of arrays without upgrading the controllers. The Storage System should support the latest SSD, SAS and NLSAS Drives 	
3	Host Connectivity and Storage Backend Disk Connectivity	 The offered Storage System shall be supplied with at least 8nos of 10Ge Optical Ports or 4nos x 16Gbps FC ports across dual Controllers for Host Connectivity. The array proposed should have a minimum of 4nos x 12Gbps 2.0 SAS/SSD backend architecture. 	
4	Total Aggregate Storage Bandwidth	The Proposed Storage System should ensure a minimum total aggregate bandwidth of 5000Mbps on a 90% Write & 10% Read Video Management Application Workload.	
5	RAID Support	Storage System to be configured with RAID 6 protection and Global Hot Spares.	
6	VMS Validation on the Storage System	The Proposed Storage System should be tested and validated jointly by the VMS Application OEM & Storage OEM. The Validation white paper for the same to be submitted as a part for the Storage System Compliance documentation.	
7	Storage Capacity Requirements	The Proposed Storage System should be configured with Minimum 3000TB Usable Capacity using minimum 4TB NL-SAS Drives / SSD Drivers. The usable capacity is defined as the Net storage capacity available for the application stack, after deducting the penalties imposed by storage infrastructure requirements, disk and array formatting, RAID penalties, host OS and file system formatting including overheads or any other penalties which eat away usable disk space. Drives offered for the above capacity can be of the Highest Capacity offered by the Vendor.	

8	Statement of Compliance	This Information Technology Equipment is compliant with the electromagnetic compatibility (EMC) and product safety regulations/standards required by the countries in which the product is sold. EMC compliance is based on FCC part 15, CISPR22/CISPR24 and EN55022/EN55024 standards, including applicable international variations. EMC compliant Class A products are marketed for use in business, industrial, and commercial environments. Product Safety compliance is based on IEC 60950-1 and EN60950-1 standards, including applicable national deviations.	
9	Storage Software Licenses	All the standard Storage Software Licenses like Unified Storage Management software for File, Block & VOLs, Snapshots, Remote Replication, Performance Optimization, Thin provisioning, QOS, Proactive Remote Support to be included.	
10	Server Operating System Support	Windows Server 2008, Windows Server 2008 R2+, Windows Server 2012, Windows Server 2016 R2, Windows Server 2019 and latest release, Microsoft Hyper-V, Novell Suse Enterprise, Oracle, RedHat Enterprise, & x86 VMware [®] vSphere	
11	IDC/Gartner/IHS Top 5 Listed	The Storage System OEM should be listed in the Top5 of IDC/Gartner/IHS latest Report.	
12	Storage Validation Test report	Storage OEM should have a test & validation document supporting the bandwidth mentioned with the VMS application supplied by the bidder	

C.Network Equipment

a.L 3 Network switch Commercial grade

SL No	Parameter	Specification	Compliance (Yes or No)
1	Existing L3 Switches (Core switches): Make: Allied Telesis Model: AT-x510- 28GSX	Spare ports available at existing L3 switches shall be used to interface new L2 switches, recording servers and configured. The proposed usage of existing items should not disturb the existing IP based CCTV system video viewing and recording. However, the bidder if uses existing items, it will be treated at par with supplied item and he should provide warranty for 3 years and comprehensive AMC for 5 years. The used items/components of existing system will be included in BOQ of SLA schedule.	

b.L2 Network Switch: Commercial grade

SL No Parameter Specification Complia (Yes or I

1	Туре	Enterprise Grade, Fully Manageable, Layer-2, Ethernet PoE+ Switch	
2	Application	Access Switches: Primarily providing network connectivity to IP CCTV cameras, remote clients and also providing power to cameras which comply to IEEE 802.3af & IEEE 802.3at standards through Cat-6 cable and connectivity to Layer 3 Switch through Single mode Fiber optic cable (FOC).	
3	Port Density & Hardware Requirement	Switch should have minimum 24x100/1000 Base-T PoE ports and 4 x 10G SFP+ uplink ports from day one. 4 nos 10G SM module should be loaded. Minimum PoE budget should be 370Watt. Should have inbuilt redundant power supply from	
		Day1	
4	System Capacity & Performance	Switch should have 128Gbps switching fabric and 95Mpps forwarding rate Switch should support min 16 K MAC addresses and min 4K configurable VLANs.	
5	Resiliency	The proposed Virtual chassis or Equivalent technology should support high availability for both Layer 2 and Layer 3 Including for IP Multicasting optimized for Real time applications like Voice and Video IP traffic The Min Virtual chassis bandwidth between the switches shall be min of 40 Gbps and should support the redundancy across the geographically diversified locations (min 800 Mtrs), also Vendors should offer required cables/modules from day 1	
6	L2 Features	Switch should have full Layer 2 features like GVRP, STP, RSTP, MSTP/PVST, LACP/IEEE802.3ad, 50ms link recovery, ACL, QoS and IGMPv1/v2/v3 from day one.	
7	L3 Features	Switch should have Static Routing for IPv4 & IPv6 from day1. Switch should be scalable full layer 3 functionality like RIP, OSPFv3, RIPng, BGP, PIM and other Layer 3 Multicasting features without changing the base	

		hardware for future scalability	
8	Multicasting	Should support IGMP v1/v2, v3 snooping and MLD snooping	
9	QOS	Should support 8 queues per port and Policy-based QoS based on VLAN, port, MAC and general packet classifiers	
10	Security Features	Switch support MAC Based Authentication, Web – based Authentication and 802.1x, RADIUS, TACACS/TACACS+, AAA & SSH.	
11	IPv6 Features	Switch should have IPv6 ready logo. Should have IPv6 management features like SNMPv6, Telnetv6 and SSHv6, Syslogv6, NTPv6 client and server.	
12	Management & Diagnostic Features	Should have dedicated Console and USB interface for easy management. Should support Syslog, SNMPv1, v2 and v3, RMON, SSHv2, Sflow/NetFlow or equivalent, telnet and web management, SSL V3, DHCPv4 Digital optical monitoring (DOM) as per SFF-8472 or equivalent and UDLD/equivalent, Ping polling and Trace Route for IPv4 and IPv6	
13	Certification	Certification: EN55022 class A, FCC class A, VCCI class A, EN55024, UL, cUL, TUV. RoHS Compliant and Energy Efficient Ethernet compliant (EEE)	

c. L2 Switch: Outdoor-Industrial Grade (8 port)

SL No	Parameter	Specification	Compliance (Yes/No)
1	Туре	Industrial Grade, Fully Manageable, Layer-2 Switch. (PoE+)	
2	Application	Access Switches: Primarily providing network connectivity to IP CCTV outdoor cameras through Cat-6 cable and connectivity to Layer 3 Switch through Single mode Fiber optic cable.	
3	Port Density & Hardware	Rugged outdoor Din Rail mountable switch with Min 8*10/100/1000 Base-T port of POE + and 4* 10 GB	

	Requirement	Fiber slots with suitable AC PSU; dual power inputs. 4 nos 10 GB SM modules should be loaded.	
		nos 10 Gb Sivi modules snould be loaded.	
		POE + Standards should be in accordance with IEEE	
4	PoE Features	802.3af and IEEE 802.3at standards with 30W PoE+ &	
		60W HPOE support with PoE budget of 240W	
	D (The switch should have min. 24 Gbps of switching	
_	Performance & System Capacity	capacity & min. 17 Mpps of forwarding rate	
5		Switch should support 16K MAC addresses	
		Support for Port-based VLANs, 4096 VLANs (IEEE	
		802.1Q), GARP VLAN Registration Protocol (GVRP),	
		MAC-based VLANs, Port-based Private VLANs, IP	
		subnet-based VLANs 256.	
6	L2 & L3 Features:	IEEE 802.3ac, IEEE 802.3az, IEEE 802.1v, IEEE 802.1Q,	
	Ez & Es i catales.	IEEE 802.1s, IEEE 802.1w, IEEE 802.1D, RIP, RIPng,	
		REP/ ITU-T G.8032 or equivalent open standard.	
		Support for Egress rate limiting, Eight egress queues	
		per port, Voice VLAN, DSCP for IP-based QoS,	
7	Quality of Service	Differentiated services architecture, IEEE 802.1p Class	
		of Service with strict and weighted round Robin	
		scheduling.	
		Support IGMP snooping v1, v2 and v3, MLD snooping	
8	Multicasting	(v1 and v2), PIM for IPv4 & IPv6, PIM for video	
		multicast	
		Should support IPv4 and IPv6 dual stack for data &	
9	IPv6 Features	management, SNMPv6, Telnetv6 and SSHv6, DAD,	
		DHCPv6 relay, DHCPv6 client	
		Should support ACLs, DHCP snooping, IEEE 802.1x	
		based port authentication, DHCPv4 (Snooping, server/	
10	Security Features	client), RADIUS, TACACS+, SSL, SSH, SSLv3, Port	
		Mirroring, NTP, sflow/netflow, Dynamic ARP	
		Inspection, IP source guard, UDLD/equivalent	
11	Management	SNMPv1, v2c and v3, Web GUI, CLI, USB or equivalent	
11		memory card, IEEE1588v2 PTP, NTP	
10	Operating	Min of -10 to 75 Degrees or better, Humidity: 5% to 95%	
12	Temperature	or better	

	Shock EN60068-2-27, EN60068-2-31, Vibration EN60068-2-6, NEMA TS2, EMC: EN61000-4-2 (ESD), EN61000-4-3 (RS), EN61000-4-4 (EFT), EN61000-4-5 (Surgery), EN61000-4-6 (CS), EN61000-4-8, EN61000-4-11
13 Certifications	(Surge), EN61000-4-6 (CS), EN61000-4-8, EN61000-4-11. UL/IEC/EN 60950-1; ROHS Compliance; Min. IP65 Enclosure Rating, DIN Rail Mounting

SL No	Parameter	Specification	Compliance (Yes/No)
1	Туре	Industrial Grade, Fully Manageable, Layer-2 Switch. (PoE+)	
2	Application	Access Switches: Primarily providing network connectivity to IP CCTV outdoor cameras through Cat-6 cable and connectivity to Layer 3 Switch through Single mode Fibre optic cable.	
3	Port Density & Hardware Requirement	Rugged outdoor Din Rail mountable switch with Min 4*10/100/1000 Base-T port of POE + and 2* 10 GB Fibre slots with suitable AC PSU; dual power inputs. 2 nos 10GB SM modules should be loaded.	
4	PoE Features	POE + Standards should be in accordance with IEEE 802.3af and IEEE 802.3at standards with 30W PoE+ & 60W HPOE support with PoE budget of 240W	
5	Performance & System Capacity	The switch should have min. 24 Gbps of switching capacity & min. 17 Mbps of forwarding rate Switch should support 16K MAC addresses	
		Support for Port-based VLANs, 4096 VLANs (IEEE 802.1Q), GARP VLAN Registration Protocol (GVRP), MAC-based VLANs, Port-based Private VLANs, IP subnet-based VLANs 256.	
6	L2 & L3 Features:	IEEE 802.3ac, IEEE 802.3az, IEEE 802.1v, IEEE 802.1Q, IEEE 802.1s, IEEE 802.1w, IEEE 802.1D, RIP, RIPng, REP/ ITU-T G.8032 or equivalent open standard.	
7	Quality of Service	Support for Egress rate limiting, Eight egress queues per port, Voice VLAN, DSCP for IP-based QoS, Differentiated services architecture, IEEE 802.1p Class of Service with strict and weighted round Robin	

		scheduling.	
		Support IGMP snooping v1, v2 and v3, MLD snooping	
8	Multicasting	(v1 and v2), PIM for IPv4 & IPv6, PIM for video	
		multicast	
		Should support IPv4 and IPv6 dual stack for data &	
9	IPv6 Features	management, SNMPv6, Telnetv6 and SSHv6, DAD,	
		DHCPv6 relay, DHCPv6 client	
		Should support ACLs, DHCP snooping, IEEE 802.1x	
		based port authentication, DHCPv4 (Snooping, server/	
10	Security Features	client), RADIUS, TACACS+, SSL, SSH, SSLv3, Port	
		Mirroring, NTP, sflow/netflow, Dynamic ARP	
		Inspection, IP source guard, UDLD/equivalent	
11	Managamant	SNMPv1, v2c and v3, Web GUI, CLI, USB or equivalent	
11	Management	memory card, IEEE1588v2 PTP, NTP	
12	Operating	Min of -10 to 75 Degrees or better, Humidity: 10% to	
14	Temperature	90% or better	
		Shock EN60068-2-27, EN60068-2-31, Vibration	
		EN60068-2-6, NEMA TS2, EMC: EN61000-4-2 (ESD),	
		EN61000-4-3 (RS), EN61000-4-4 (EFT), EN61000-4-5	
		(Surge), EN61000-4-6 (CS), EN61000-4-8, EN61000-4-11.	
13	Certifications	UL/IEC/EN 60950-1; ROHS Compliance; Min. IP65	
		Enclosure Rating, DIN Rail Mounting	

D.VMS Client Work stations & Display

a. Video wall

Sl. No.	Parameter	Specifications	Compliance (Yes/No)
1	Size (Diagonally)	46" or above	
2	Grid size	3 X 4	
3	Panel Technology	Panel based	
4	Туре	Direct LED	
5	Resolution	1920x1080 (Full HD)	
6	Aspect Ratio	16:09	
7	Native Contrast Ratio	4000 :1 or more	
8	Dynamic C/R	MEGA DCR	
9	Brightness	700 nits or more	

10	Response time		ime	8 ms or lesser	
11	Bezel width		lth	1.15(u/l) , $055mm(R/B)$, 1.8 mm bezel width or lesser	
12	Viewing angle (H/V)		0	178 degree/178 degree	
13	0	peration I	Hour	24X7	
			RGB	Analog D-SUB , DVI-D , Display Port (DP1.2)	
	Connec	Input	Video	HDMI2.0x2	
	tivity		HDCP	HDCP2.2	
14	livity	Output	RGB	DP1.2 loop out	
14		Output	Audio	Stereo Mini Jack	
		Externa	ıl control	RS232C(in/out), RJ45	
	External Sensor		al Sensor	Detachable type(IR, Ambient)	
15	Typical		onsumtion	180watt or lesser	
		(w/h)			
16		aximum p		297watt or lesser	
		sumption	1 /		
17	Operating Temperature		•	0°C~ 40 °C	
18		Humidit	<u>y</u>	10~80%	
				ACM Support (Advanced Color Management),	
				Auto Source Switching & Recovery, Haze 25%,	
				Temperature Sensor, RS232C / RJ45 MDC, Plug and	
1.0				Play (DDC2B), Video Wall (15x15(OSD)), Video	
19	S	pecial Fea	ture	Wall Daisy Chain (10x10), Pivot Display, Image	
				Rotation, Button Lock, DP 1.2 Digital Daisy Chain	
				(Supporting UHD Resolution, HDCP support),	
				Smart F/W update, Clock Battery (80hrs Clock	
	_			Keeping)	
20	Certification		on	UL (USA), FCC(USA), CE(Europe)	

b. Video wall controller

Sl. No.	Parameter	Specifications	Compliance (Yes/No)
1	Processor	Intel Xeon quad processor dual E5 series or better	
2	Video inputs	12 DVI/HDMI each supporting resolutions of minimum 1920*1080	
3	Video outputs	12 DVI/HDMI each supporting resolutions of minimum 1920*1080	
4	Streaming inputs	Should be capable of showing 72 streamed H.264 / H.265 inputs on the screen, in any layout, size etc	
5	Networking	Dual-port Gigabit Ethernet Controller inbuilt Supports Add on copper/ optical fiber adapters	
6	Scalability	Display multiple source windows in specified size, on the wall	
7	Display Configuration	Display will be configured in the matrix of 3x4,each display shall have DVI input	
8	Transmission Distance	10-50m	

9	Hard drive	Minimum 2TBx2	
10	RAM	32GB	
11	Operating system	Windows latest version	
12	Software License	License Shall be in the name of BRBNMPL	
13	Power supply	Dual & Redundant	
14	Mounting	Rack mountable	

c.Client station

Sl. No.	Parameter	Specifications	Compliance (YES/NO)
1	Processor	Intel Core i7 or equivalent processor -9700 @ 3.00GHz or higher	
2	RAM	Min 32 GB DDR4 ECC	
3	Internal storage	500GB SATA 3.0Gb/s	
4	Network Interface	1Gbits/sec or greater	
5	Optical Drive	Single drive: DVD +/-RW+CD-RO	
6	Graphics	Radeon™ Pro WX 4100, 4 GB, 4 DP or equivalent shall support UHD screens @ 60Hz	
7	Display	21" LED screen Full HD	
8	Keyboard & Mouse	USB based	
9	Port	Minimum 4 Nos USB ports, VGA ports- As per Video wall design	
10	Operating System	Microsoft Windows 10 (64 bit) or Latest	
11	Cabinet	Tower	

E. Equipment racks

a. EQUIPMENT RACK-42 U

Sl. No.	Features	Description	Compliance (Yes/No)
1	Frame structure	 Deep Powder coated Steel Frame Rack 800 Wide x 2000 Height x 1000D, 2 mm thick angle. Top and bottom cover with suitable no. of cutouts for cable entry. 1.5 mm thick sheet All cutouts blanked with Plastic caps. 2 pairs, 42 U height 19" L type angle, Front & rear, on Vertical Cable Trough (LH & RH) 2 Pair 	
2	Doors	Perforated Doors with minimum 75% perforation	
3	Side Panels	2000 mm Height x 1000mm Deep, with foamed-on seal, Screw fixed type.	
4	Handle and Lock	Ergoform Handle with Lock Insert Key Lock Type	
5	Cooling Fans	230 Volt AC, 90 cfm, min. 4 Nos. on top / side cover.	
6	Base Plinth	8000W x 1000Dx 100H with anti-vibration pads	
7	Cable route	Vertical cable trough 300 mm Wide x 1700 mm Height to manage cables	

8	Power supply	Redundant power source with 2 sets of 6/16 A, 230 V socket strip having 10 sockets/switch with 2.5-meter power chord with 16 Amp Top. (Shall be customized according to the requirement)	
9	Accessories	Metal shunting Ring to manage the network cables. All other hardware and accessories required for housing the equipment and dressing of various related cables.	
10	Approvals	UL, Underwriters Laboratories / USA	

b. EQUIPMENT RACK - 12U for L2 Switch (Wall Mounted)

S1. No.	Features	Description	Compliance (Yes/No)
1	Frame structure	 Deep Powder coated Steel Frame Rack 2590x600x450 (HxWxD), 2 mm thick angle. Wall Mounted enclosure with front sheet steel glass door. Top and bottom cover with suitable no. of cutouts for cable entry. Integrated side walls 1 pair of 19" angles with wall mounting provision All cutouts blanked with Plastic caps. 	
2	Lock	Insert Key type Lock	
3	Cooling Fans	230 Volt AC, 90 cfm fan with Inlet and Outlet Filter, min.2 Nos. on top/side cover	
4	Power supply	19 " Mountable 1 set of 5A, 230 V Universal socket strip having 6 sockets/switch with 2 meter power chord with 5 Amp Top (Shall be customized according to the requirement)	
5	Accessories	All other hardware and accessories required for housing the Switch and other components with Air Filter for Inlet and outlet	
6	Approvals	UL, Underwriters Laboratories / USA	

c. IP enclosure / IB (wall mounted) for outdoor application.

S1. No.	Features	Description	Compliance (Yes/No)
1	Application	All the Driver Unit, Power Supply, FO Converter, Circuit Breakers, LIU, etc. At outdoor locations will be housed in a suitable IP65 rated junction box as per environmental condition of the area, which will be mounted properly near the camera location. All the Power and Signal Cables shall be terminated in the junction box through proper glanding.	
2	Size	800H X 600W X 220D (in mm) (to accommodate various CCTV components like LIU, Ethernet Switch, Surge Protector, MCB, Power Supply adapters, Termination blocks etc. as applicable)	
3	Cable entry	Minimum 8 nos. ½" NPT as per requirement.	

4	Frame structure	 •Wall mount enclosure with door. •L type plate - 2mm thick •Gland plate at bottom - 1.5mm thick (for •Mounting plate - 3mm thick •DIN rail 35mm wide 150mm long •Front plain door - 2mm thick 	
5	Lock	Insert Key type Lock	
6	Cooling Fans 230 Volt AC, 90 cfm fan with Inlet and Outlet Filter, 2 Nos. on top/side cover		
7	Power supply	19 " Mountable 1 set of 5A, 230 V Universal socket strip having 6 sockets/switch with 2 meter power chord with 5 Amp Top (Shall be customized according to the requirement)	
8	Accessories	All other hardware and accessories required for housing the Switch and other components with Air Filter for Inlet and outlet 8 nos. double compression ½" NPT SS cable glands to be supplied with each junction box.	
9	Approvals	UL, Underwriters Laboratories / USA	

F. Cables & Conduits

a. Armoured Single Mode Fiber Optic Cable

The 12 core cable shall be 9/125micron core/cladding, single mode, Armoured Fiber Optic Cable. The cables shall have identification tags of connections at each end and such details shall be submitted along with documentation.

S1. No.	Item	Specifications	Compliance (Yes/No)
1	Optical Fiber Cable St	ructure	
a	Number of core	12 cores	
b	Core material:	Germanium doped Silica glass (12 core)	
С	Cladding material:	Silica glass	
d	Mold field diameter:	9±0.4μm	
e	Cladding diameter:	125±0.7μm	
f	Coating material:	UV curable material	
g	Coating diameter:	250±10μm	
2	Optical Characteristic		
a	Attenuation at 1310nm:	≤1.0dB/km	
b	at 1550 nm:	≤1.0dB/km	
С	Temperature	The cable shall retain the optical properties,	
	and Humidity	detailed in the present specification over the	
		following condition:	
		Working/Storage Temp.: -30°C to +70°C	
		Humidity: 0100%	

b. Armoured Cat 6 A cable: Armoured Cat6 A cable shall be of any make out of approved makes listed below.

- c. HDPE pipe for OFC cable: HDPE pipe 40mm with ISI mark shall be of any make out of approved makes listed below.
- d. PVC conduit for Cat6a cable: PVC conduit with ISI mark shall be of any make out of approved makes listed below.
- e. PVC conduit for OFC cable: PVC conduit with ISI mark shall be of any make out of approved makes listed below.

f. Laying of Power, CAT6 and Fiber Optic cable:

The cable shall be laid on wall/ceiling or above false ceiling etc. The rate quoted for cable laying shall include for supply and fixing of GI saddles, spacers etc. & cable trays at required areas on wall/ceiling or above false ceiling and providing other accessories as required. Rate shall also include for making required holes, if any, in brick/RCC walls, RCC Ceiling etc. and making good the same complete in all respect as required to complete the job. The cables shall be properly dressed in a neat manner. The cable shall have marking of length at each meter. The Power cable shall be terminated with copper lugs, glands etc. In case of CAT Cable and Fiber optic Cables, the termination shall be done by providing suitable end connectors.

Underground OFC cable laying shall be done in 40mm HDPE pipe. Trench digging, cable laying and backfilling shall be done as per IE standards. Trench shall be 700mm deep and 300 mm wide and there shall be 8 bricks per meter with sufficient sand filling.

G. Miscellaneous

a. Surge Suppressor for cameras and associated hardware / Earth Pit

Salboni place is prone to lightning, to protect the system from Lightning, it is the responsibility of the bidder to install required class of surge suppressor and to provide suitable earth pits as per IS :3043. In case of any failure of component due to lightening, it will be the responsibility of successful bidder to replace the defective components during warranty as well as CAMC period to make the system serviceable.

b. Armoured Power Cable

S1. No.	Specifications	Compliance (Yes/No)
1	3 core, 2.5 sq. mm., 1.1 Kv grade, copper conductor, PVC	
	insulated, armoured, cable conforming to IS:1554 (Part-I) with	
	FRLS PVC outer sheath.	
	The cable shall have marking of length at each meter. The cables	
	shall	
	have identification tags of connections at each end and such	
	details shall be submitted along with documentation.	

c. Pole Specification:

Galvanized circular pole of min. 6 mtrs height with base plate and earthing points. Nominal bore 100 mm, outer dia 114.3 mm. Pole should have manufacturer's marking, grade of steel and BIS certification marking on it. Pole top should be sealed to protect from rainwater.

9. List of Approved makes

Sl. No.	Equipment	Recommended makes

1	Video Management Software (Channel license)	Milestone or any reputed make compatible with our existing IP CCTV system viz. Pelco, Honeywell, Bosch, Gentec, Videonetics, Siemens, Mindtree or equivalent	
2	Servers	HP, Dell, IBM, Cisco, Lenovo, Honeywell or equivalent	
3	Storage	HP, Dell, IBM, EMC, Netapp, Netgear, Honeywell or equivalent	
4	Layer -2 Network Switches	Allied Telesis, Cisco, HP, Juniper, Dell or equivalent	
5	Layer -3 Network Switches	Allied Telesis, Cisco, HP, Juniper, Dell or equivalent	
6	IP CCTV Cameras	Pelco/ Bosch/ Panasonic/ Sony/ Honeywell/ Axis/ American Dynamics or equivalent	
7	Camera Lens	Pelco/ Bosch/ Panasonic/ Sony/ Honeywell/ Axis/ American Dynamics or equivalent	
8	Video wall & Video controller	Delta/ Barco/ Panasonic/ LG/ Samsung or equivalent	
9	Work stations / Client stations	HP/ Dell /Cisco Lenovo/HCL or equivalent	
10	Armoured Cat 6A cable	Crestron / Extron / Finolex / TE Connectivity / Schneider / Commscope or equivalent	
11	Armoured Optical Fiber Cable	Crestron / Extron / Finolex / Schneider / Commscope or equivalent	
12	Equipment Racks & JB	Rittal / Dell / Netapp / APW/ Schneider/ Netrack or equivalent	
13	Power Cable	Polycab, Finolex, Havells, V Guard or equivalent	
14	Modular switch and sockets and I/O boxes	Anchor / Roma / Legrand or equivalent	

Important point: For all BOQ/design required items, the bidders are advised to consider and submit the quote for any one make & model only from the above list of approved makes which are robust, reliable and equivalent in all respects to meet our requirement for operation of system on 24/7 basis.

AT BRBNMPL, SALBONI. T.E. No. 06/SAL/MMD-MAINT/2021-22

10. (Refer Section VII. 8 for Detailed Technical specifications)

The BOQ enumerated below is indicative but not exhaustive. The Bidder is requested to submit the detailed and exhaustive BOQ along with the design proposed for complete set up of IP CCTV System to meet the requirement.

Sl.No.	Item	UOM	Qty.
A	IP cameras		
1	Supply and installation of IP Based Outdoor Varifocal IR Bullet Cameras 2 MP with Varifocal Lens, 128GB of SD card, I/O Box, Patch cord, POE Injectors, surge suppressor and fixtures from Camera OEM.	Set	78
2	Supply & installation of IP Based IR Indoor HD Bullet Cameras 2 MP with Varifocal Lens including 128GB of SD card, I/O Box, POE Injector, Patch cord, fixtures from Camera OEM.	Set	365
3	Supply & installation of IP PTZ outdoor Cameras 2 MP (with IR cut filter), including 128GB of SD card, Patch cord, POE Injector, surge suppressor, Housing & fixtures from Camera OEM	Set	35
4	Supply & installation of IP PTZ indoor Cameras 2 MP (with IR cut filter) including 128GB of SD card, I/O Box , Patch cord , POE Injector, Housing & fixtures from Camera OEM	Set	43
В	Video Management System, Server & Storage		
5	Supply & installation of life time channel licenses for VMS Software for 750 Nos. Cameras	Lot	1
6	Supply, Installation and Commissioning of IP Camera/VMS server for Video management (19" rack mountable, with required OS, anti-virus software, all required licenses and accessories).	Set	1
7	Supply, Installation and Commissioning of Camera Server / Recording server for parallel recording of (new + old) IP cameras with 07 days back-up (19" rack mountable, with required OS, antivirus software, all required licenses and accessories).	Set	3
8	Storage: Supply, Installation and Commissioning of SAN Storage for 600 cameras recording for 90 days back-up. Minimum 3000 TB usable storage capacity after RAID 6 configuration and required controllers & licenses.	Lot	1
С	Networking Equipment		
		1	1

9	Supplly, installation and Commissioning of L2 -Commercial Grade switch with 24 x 10/100/1000 base T with RJ45 , PoE, min. 4 Nos.10G SFP and with all accessories including fully Loaded(LIU, Patch panels , 10G SFU Modules, Patch cords etc) for creating the required LAN Network.		20
10	Supply, Installation and Commissioning of L2 -Industrial Grade switch with 8 x 10/100/1000 Base-T PoE + supported ports. min. 4 Nos.10G SFP interface and loaded with 2nos 10G SFP module and fully Loaded with all accessories including LIU, patch panels, Patch cords, power surge suppressor etc.		22
11	Supply, Installation and Commissioning of L2 -Industrial Grade switch with $4 \times 10/100/1000$ Base T ports PoE+support, 2×10 GB fiber slots, industrial switch., Fully Loaded with all accessories including LIU, SFU Modules, Patch cords etc.	Set	20
D	VMS Client Workstation & Display		
12	Supply, Installation & Commissioning of Video Wall Display: Professional grade, high-definition, 46" (12 monitors) 3x4 Grid with required controllers, suitable license and all accessories		1
13	Supply, Installation and Commissioning of Client Workstation for server access, remote viewing (within site) with required operating system, anti-virus, suitable license, mouse and keyboard complete as per detailed tender specifications.		5
14	Supply, Installation and Commissioning of MS powder coated framework suitable for mounting and installation of Video wall as specified by BRBNMPL.		1
Е	Equipment racks		
15	Supply, Installation and Commissioning of floor mount, 42 U, 19" height Equipment racks for housing all the servers, storage devices etc. complete with all required accessories as per tender specifications	Nos.	2
16	Supply, Installation and Commissioning of 12 U wall mount network rack with accessories as per detailed tender specifications	Nos.	34
17	Supply and Installation of IP 66 enclosure/JB for outdoor application as per detailed tender specifications	Nos.	20
F	Cables & Conduits		
18	Supply of OFC Cable Armoured (12 Core)	Mtrs.	23000
19	Supply of 40 mm HDPE pipe for OFC cable.	Mtrs.	18000
20	Supply of armoured Cat 6a cable	Mtrs.	40000

21	Supply of PVC conduit of size 25 mm for Cat6a & OFC cables including 2 saddles for each meter	Mtrs.	45000
G	Miscellaneous		
22	Supply & installation of Online UPS 30 KVA for Control room equipment and centralized L2 switch installations.	Nos.	1
23	Supply & installation of Online UPS 2 KVA for distributed L2 switch installations at various locations.	Nos.	52
24	Installation of Transient Surge Protection for cameras - 8/20 µs (IEC Standard) including Earth pits for protection of outdoor components inside the watch towers.	Nos.	42
25	Installation & splicing of OFC Cable Armoured (12 Core)	Lumpsum	1
26	Installation / laying of armoured Cat 6a cable	Mtrs.	40000
27	Installation & Laying of PVC conduit of size 25mm for Cat6a.with 2 saddles in each meter	Mtrs.	40000
28	Laying of PVC conduit of size 25mm for OFC cable with 2 saddles in each meter.	Mtrs.	5000
29	Road Cutting (bituminous road) , laying of OFC cable with supply of 100 mm GI pipe, refilling, reconstructing of cut road as per IS standards	Mtrs.	500
30	Trench digging, laying of OFC cable in HDPE pipe and refilling as per IS standards	Mtrs.	17500
31	Supply and installation of Poles for mounting outdoor Cameras and junction boxes for outdoor switches	Nos.	25
32	Dedicated maintenance free chemical earth pits for all equipments in CCTV control room as per IS :3043	Nos.	2

Important Note: All Minor Misc. works other than above BOQ if required for completing the project in all respects it is under the scope of Bidder. The Misc works, if any, in addition to the above requested by BRBNMPL, bidder has to carry out same at prevailing PWD rates with prior approvals.

11. Unpriced BOQ/items as per design (any one make & model only to be offered from the list of approved makes as above)

Sl.No.	Item	Make	Model
A	IP cameras		
1	IP Based Outdoor Varifocal IR Bullet Cameras 2 MP with Varifocal Lens, 128GB of SD card & accessories.		
2	IP Based IR Indoor HD Bullet Cameras 2 MP with Varifocal Lens & accessories		

3	IP PTZ outdoor Cameras 2 MP & accessories.
4	IP PTZ indoor Cameras 2 MP accessories.
В	Video Management System , Server & Storage
5	Life time channel licenses for VMS Software Milestone Xprotect Corporate 2017 or equivalent, for 750 Nos Cameras
6	Camera Server / Recording server & accessories.
7	Storage
С	Networking Equipment
8	24 port poE L2 switch (Commercial Grade) & associated components.
9	8 port poE L2 switch (Industrial Grade) & associated components.
10	4 port poE L2 switch (Industrial Grade) & associated components.
D	VMS Client Workstation & Display
11	Video Wall Display & required controllers
12	Client Workstation
Е	Equipment racks
13	42 U Equipment rack with accessories.
14	12U wall mount network rack with accessories.
15	IP 66 enclosure / JB for outdoor application.
F	Cables & Conduits
16	OFC Cable Armoured (12 Core).
17	40 mm HDPE pipe.
18	Armoured Cat 6a cable

12. Road Map of makes & model for major items offered as above.

Sl.No.	Equipment	Offered Make	Offered model	End of Sale	End of Support
1	IP Bullet Camera 2 MP Fixed Camera with IR, Varifocal lens (Outdoor)	Make		Suic	Support
2	IP Bullet Camera 2 MP Fixed Camera with IR, Varifocal lens (Indoor)				

3	IP PTZ Camera 2 MP with IR (Outdoor)	
4	IP PTZ Camera 2 MP with IR (Indoor)	
5	Camera Server / Recording server	
6	SAN Storage	
7	Layer-2 Network Switches- Commercial grade	
8	Layer-2 Network Switches- Industrial grade	
9	Client Work stations	
10	Video wall & controller	

13. Items in required as per design:

Sl.No.	Equipment	Offered Make	Offered model	End of Sale	End of Support
1	Any other items like additional servers/ L3/L2 switches required as per supplier proposed design 1) 2) 3)				

14.Items/components proposed for use form existing system.

Sl.No.	Equipment	Make	Model	End of Sale	End of Support
	Items- if any, proposed to be used from Existing network/ System to fulfil requirements of Section VII 1) 2) 3)				

15.Buyback item list

Sl.No.	Item Description	Make/Model	Qty.(Nos.) (Approx.)
1	PTZ Camera	Honeywell, Samsung, Hikvision etc.,	37
2	Fixed Camera	Honeywell, Samsung, Hikvision etc.,	276

3	IRPTZ camera	Honeywell, Samsung, Hikvision etc.,	4
4	IRPT camera	Honeywell, Samsung, Hikvision etc.,	16
5	DVR 16 Channel (Without HDD)	Honeywell , P2424	20
6	DVR 16 Channel (Without HDD)	Honeywell , Fusion 4	4
7	DVR 16 Channel (Without HDD)	Hikvision	1
8	PAN/TILT Unit	Honeywell / PIH 303	20
9	RECEIVER Monitor	Honeywell / GCM 1014	14
10	Multiplexer	Honeywell / HDX-1600	20
11	Biometric lock for DVR Racks	NITGen	13
12	24 port CISCO Switches	CISCO/2960	6
13	NAS Storage (Without HDD)	IBM X-346 Series	1
14	TAPE Library (Without data cartridge)	IBM LTO-3584	1
15	Server PC with Monitor	HP Compaq/dx6120 MT	1
16	Client PC with Monitor	HP Compaq/dx6120 MT	8
17	UPS 1.5 KVA	Numeric/HP 1500	9
18	UPS 3 KVA	Numeric/HP 3000	6
19	UPS 6 KVA	Numeric/HP 6000	1
20	UPS 7.5 KVA	Numeric/HP 7500	3
21	PLASMA/LED Screen 42 "	Samsung/Panasonic/LG	5
22	LED Monitor 32"	Samsung	3
23	LIU		4
24	Patch Panel	D-link	4
25	DVR Rack		13

TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM, AT BRBNMPL, SALBONI.

T.E. No. 06/SAL/MMD-MAINT/2021-22

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In the price bid, the bidder shall quote for the make and model offered in this List only.

- We hereby confirm that the offered Network Video Management software and other software, including
 operating system, and cameras network switches, servers, storage devices, buyback and all other
 hardware are as per the tender specifications and deliver the objective and requirement of the IP based
 CCTV system stated in the tender.
- We also confirm that all the cables, I/O outlets, Pigtails and patch cords etc. are as per tender specifications and other accessories (boots) etc. are as per industry standards.
- The offered make in the above list should be one of approved makes only to ensure reliability, ruggedness for smooth operation of system on 24/7 without loss of any clarity or quality of picture.
- The OEMs of the offered Camera, Network Switch, Servers and Storage should have their own office in India and be a legal entity registered/incorporated under its own name as per the prevalent/ applicable laws of the land and be in operation at least from 01/01/2019. The copy of incorporation / registration details should be submitted along with above details.
- The OEMs of the offered Camera, Network Switch, Servers and Storage should have a functioning / operation Service Centre(s) including spare depots in India. The details of these service centers and spare depots should be given along with the above details.

Note: - The dates as mentioned in the above road map should be confirmed by the respective OEMs on their letter head.

FAT / FAC: On completion of the work, the system will be put under observation for period of 15 days for trouble free operation including Picture Quality, Frame rate, storage capacity, band width etc. as per FAT schedule described in Detailed **Scope of Work point no. 7 at page no. 72.** Deviation / deficiency, if any must be addressed by upgrading / modification in the hardware and Software, wherever required to meet the requirement. Having certified for the trouble free operation during this Final Acceptance Test (FAT) period by BRBNMPL Maintenance Division or Technical Committee, the Final Acceptance Certificate (FAC) will be issued.

(Above details along with data sheets shall be submitted by the bidder along with Techno-commercial Bid Part –I)

Section VIII: Quality Control Requirements

[To be compulsorily submitted along with Technical Bid]

Subject: Tender Enquiry No.06/SAL/MMD-MAINT/2021-22

dated 10/07/2021

A.COMPLIANCE STATEMENT - Quality control

	A. COMPLIANCE STATEMENT - Quality control	T	<u> </u>
Sl No	Requirement		Remarks, if any
1	IP based CCTV system, shall be commissioned without disturbing the operation and functioning of existing IP based CCTV.	Accepted	
2	All Electrical items supplied under this contract shall be of reputed make with ISI mark as applicable	Accepted	
3	The Electrical works shall be carried in accordance with applicable IE rules in force.	Accepted	
4	All Electric / Electronic Modules and gadgets should be of Standard make.	Accepted	
5	All OFC Network should be carried in accordance with applicable rules in force	Accepted	
6	All major items shall be supplied along with their technical data sheet and catalogues.	Accepted	
7	The complete supply and installation shall comply with statutory requirements as applicable	Accepted	
8	The enlisted items of buyback shall be considered	Accepted	
9	FAT / FAC: On completion of the work, the system will be put under observation for period of 15 days for trouble free operation including Picture Quality, Frame rate, storage capacity, band width etc. as per FAT schedule described in Detailed Scope of Work point no. 7 at page no. 72. Deviation / deficiency, if any must be addressed by upgrading / modification in the hardware and Software wherever required to meet the requirement. Having certified for the trouble free operation during this Final Acceptance Test (FAT) period by BRBNMPL Maintenance Division or Technical Committee, the Final Acceptance Certificate (FAC) will be issued.	Accepted	

B.COMPLIANCE STATEMENT - COMMERCIAL

S1 No	STATEMENT		Remarks, if any
1	DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI as per the specification given in Section VII above	Accepted	
2	DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI as per the specification given in Section VII above within 300 Days from the date of issue of LOI/NOA	Accepted	
3	Warranty clause as mentioned in tender in SLA and NIT clause 20 (Three year from date of FAC)	Accepted	
4	Performance Security Clause as mentioned in tender (ref. Clause No.6 of GCC) 10 % of the total order value during Warranty and CAMC with additional two months claim period	Accepted	
5	Payment terms as mentioned in tender (ref. Sl. No.8 of SCC)	Accepted	
6	Validity of offer 120 days from date of opening of tender.	Accepted	
7	Liquidated Damage Clause as mentioned in tender	Accepted	
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.	Accepted	
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)	Accepted	
10	We will abide by all the safety and security norms of BRBNMPL	Accepted	
11	Acceptance of GST Clause of Section III of Special Instructions to Tenderers (SIT) of referred against GIT Clause 12.8	Accepted	

The work shall be carried out professionally, with efficient workmanship as per the industry standards.

$\frac{\text{TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION \& COMMISSIONING OF IP CCTV SYSTEM,}}{\text{AT BRBNMPL, SALBONI.}}$

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1) All major items shall be supplied along with their technical	al data sheet and catalogues.
2) The complete supply and installation shall comply with s	atutory requirements as applicable.
3) Any defect in quality of workmanship shall be corrected of BRBNMPL.	or re-worked to the satisfaction of
We(name of company) conthe specification mentioned above and enclose herewith the enclosed submitted price bid (part-II) for the offered item in	e catalogue/brochure. We also confirm that we
Authorised signatory and stamp	
(To be filled signed & stamped in all pages and submitted along a	nith Techno commercial Rid Dart I)

Section IX: Qualification / Eligibility Criteria

1. Experience & Past Performance:

Bidder shall have experience in successfully completed similar works **during last seven** years ending previous month i.e. up to 30.06.2021 with reference to tender date, shall be either of the following:

Three similar completed works costing not less than the amount of value of 40% of estimated value i.e. Equal to Rs.**604.00 lakhs**.

OR

Two similar completed works costing not less than the amount of value of 50% of estimated value i.e. Equal to Rs.**755.00 lakhs.**

OR

One similar completed work costing not less than the amount of value of 80% of estimated value i.e. Equal to Rs.1208.00 lakhs.

Note: "Similar works means jobs related to Design, Supply and successful installation of IP CCTV System with SAN storage (minimum 900TB), IP cameras (Minimum 160 cameras) and having installed minimum 7 KMs fiber optic cable (FOC) laying and termination for both indoor and outdoor applications"

Experience: (Attach attested copies of work completion certificate).

S1.	Company Name	Work order No	Details of	Order	Date of
No		& Date	Work	Value	Completion
1					
2					
3					

Note: Documentary proof (copies of POs executed) for the above qualifying criterion should be submitted along with your offer duly signed by authorized signatory of your company.

2. Financial Standings:

i) Average Annual Turnover:

Proof of Average annual financial turnover of firm during the last 3 years ending 31/03/2020 should be 30% of estimated value or more as detailed below:

Condition of Average Annual Turnover during the last 3 years ending 31/03/2020	For Eligibility 30% of Estimated Value: Rs.1510 Lakhs
30% of estimated value or more	Rs. 453.00 Lakh

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- ii) Net worth: The net worth of the firm should not be negative and should not have eroded by more than 30% year-on-year in the last 3 years ending 31/03/2020.
- iii)In the case of bidders/companies, which are restructured by Banks, Financial standing criteria will be completely relaxed.
 - 3. Note: For the purpose of financial analysis of <u>Turnover</u>, <u>Net Profit (Profit after Tax)</u> and <u>Net worth:</u> Where financial standing of the bidder company is not strong enough to meet its obligations under the tender and it has taken support from its holding company for participating in the tender, the Holding Company shall give its support by way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents providing such ownership. The amount of Bank Guarantee by Holding Company shall be equal to the amount of Bank Guarantee prescribed in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders. Bidders shall submit the formats of Performance Bank Guarantee issued on behalf of holding company and undertaking to provide financial support which are to be obtained from the Holding/ parent Company are enclosed as Annexure J & Annexure K.

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

4. Statement of Financial Standing:

- i) To be submitted by all bidders (Since, the total Turnover requirement to qualify for bid is less than Rs.5 Crore) as part of Pre-Qualification Criteria (Section IX of tender). Following documents are required to be submitted along with the bid.
- ii) The bidders will be required to submit a self-certified statement of their turnover and net worth details to be filled as per "Annexure-L".
- iii) The bidders are also required to submit the <u>self-certified</u> Income Tax Return (IT) copies of Financial year 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement.
- iv) Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover upto Rs.5 crore, are not required to submit their audited books of accounts applicable from the AY 2021-22 onwards. However, easing of this compliance burden will be available only to those MSMEs which carry out less than 5% of their business transactions in cash which include all receipts and payments done by the MSMEs. Hence, MSMEs not fulfilling the above criteria, are required to submit their audited books of accounts if their turnover is more than Rs. 1 crore.

5.General

- i) The firm should give a declaration that they have not been blacklisted/ debarred by BRBNMPL/Government of India in the past 5 years ending as on date [Annexure-A].
- ii) Original Manufacturers may submit their offer directly or through their authorized distributor/dealers. If bidder is not the original manufacturer, then they should submit authorization certificate for distributorship/dealership from the OEM. Offer submitted without dealer/distributorship authorization certificate will not be considered.
- iii) The integrator / bidder / vendor should not offer more than ONE MAKE & MODEL for a specific item. The MAKE & MODEL of all items offered must be specified and relevant brochure / technical information of OEM must be enclosed.

T.E. No. 06/SAL/MMD-MAINT/2021-22

Dated this _____day of _____

SAL/FF/MMD/PUR/08

- iv) NEFT Mandate form as per Annexure-B with copy of cancelled cheque. [NOT APPLICABLE FOR EXISTING SUPPLIERS].
- v) Authorization with the seal of the company in the name of the person signing the Tender Documents.
- vi) For tenderers registered with NSIC/MSME, a separate undertaking (Format as per Annexure M) is to be furnished for payment of SD in case they become L1 firm in bidding process.
- vii) Declaration and Undertaking to be submitted by Micro & Small Scale Enterprises/Start-up Companies as per Annexure H (if applicable).
- viii) The Tenderer should submit proof of Income Tax PAN
 - ix) The Tenderer should submit proof of Registration under GST. Further submit duly signed and stamped GST related data as given in Annexure-I. The firm should confirm that they are competent and legally authorized to submit the tender and / or to enter into legally binding contract.
 - x) The tenderer shall enclose a confidentiality statement duly signed and stamped as below [Annexure-A].
 - xi) Bidders should submit their "Client List" with address and Service Network in India.

For & on behalf of
(Signature with date)
(Name and designation)
Duly authorized to sign tender for and on behalf of

Section X: Tender Form

То		
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED)	
(Wholly owned Subsidiary of Reserve Bank of India)		
Note Mudran Nagar, Salboni, Midnapore (West)		
West Bengal PIN - 721 132		

Ref: Your Tender document No.06/SAL/MMD-MAINT/2021-22 dated 10/07/2021

- 1. We, the undersigned have examined the above-mentioned tender enquiry document, including amendment no. -----, date_____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..." DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI" (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.
- **2.** If our tender is accepted, we undertake to supply the goods/services and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.
- **3.** The price schedule(s), attached herewith [Section XI] is submitted separately in a separate sealed cover.
- **4.** We further confirm that, if our tender is accepted, we shall provide you with Security Deposit, which is 10 % of the total value of the tendered item as mentioned in terms of tender conditions above. This amount shall act as a performance guarantee and shall be retained till expiry of the guarantee period of the delivered items [supply].
- **5.** I confirm that if successful, I shall undertake "DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM *at BRBNMPL*, *SALBONI*" (" exactly as per your technical specifications. I understand that if I do not supply the right material if order is placed, it shall be rejected and BRBNMPL reserves the right to initiate action as per extent rules shall be taken including cancellation of order and forfeiture of Security Deposit. I declare that I have understood the item and I shall supply material of the exact specification.
- **6.** We confirm that the quoted prices will remain firm and there would not be any price escalation during the Contract period.
- 7. We also confirm that we abide by all the tender conditions and we do not have any counter conditions.
- **8.** We agree to keep our tender valid for acceptance for a period upto as required in the above Section V Special Conditions of Contract, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- **9.** 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 thisday of	
For & on behalf of	
(Signature with date) (Name and designation) Duly authorized to sign tender for and on behalf of	

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Section XI: Price Schedule

Proforma of Price Bid for DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM

From:	Date:
M/s	
To,	
The General Manager, BRBNMPI Salboni – 721 132	

Dear Sir,

Sub: Price bid for "DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI"

Ref: Your Tender No <u>06/SAL/MMD-MAINT/ 2021-22</u> dated 10/07/2021

We have received and understood the above tender enquiry and are pleased to submit our price bid as under:(All figures in INR)

TABLE: A (Supply and Installation)

TABLE: A (Supply and Installation)SI. No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
	IP cameras								
1 (a)	Supply of IP Based Outdoor Varifocal IR Bullet Cameras 2 MP with Varifocal Lens, 128GB of SD card, I/O Box, Patch cord, POE Injectors, surge suppressor and fixtures from Camera OEM.	Set	78						

<u>T.E. No. 06/SAL/MMD-MAINT/2021-22</u>

SAL/FF/MMD/PUR/08

TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section - VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
1(b)	Installation of IP Based Outdoor Varifocal IR Bullet Cameras 2 MP with Varifocal Lens, 128GB of SD card, I/O Box, Patch cord, POE Injectors, surge suppressor and fixtures from Camera OEM.	Set	78						
2(a)	Supply of IP Based IR Indoor HD Bullet Cameras 2 MP with Varifocal Lens including 128GB of SD card, I/O Box, POE Injector, Patch cord, fixtures from Camera OEM.	Set	365						
2(b)	Installation of IP Based IR Indoor HD Bullet Cameras 2 MP with Varifocal Lens including 128GB of SD card, I/O Box, POE Injector, Patch cord, fixtures from Camera OEM.	Set	365						
3(a)	Supply of IP PTZ outdoor Cameras 2 MP (with IR cut filter), including 128GB of SD card, Patch cord, POE Injector, surge suppressor, Housing & fixtures from Camera OEM	Set	35						
3(b)	Installation of IP PTZ outdoor Cameras 2 MP (with IR cut filter), including 128GB of SD card, Patch cord, POE Injector, surge suppressor, Housing & fixtures from Camera OEM	Set	35						
4(a)	Supply of IP PTZ indoor Cameras 2 MP (with IR cut filter) including 128GB of SD card, I/O Box , Patch cord , POE Injector, Housing & fixtures from Camera OEM	Set	43						

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
4(b)	Installation of IP PTZ indoor Cameras 2 MP (with IR cut filter) including 128GB of SD card, I/O Box , Patch cord , POE Injector, Housing & fixtures from Camera OEM	Set	43						
	Video Management System , Server & Storage								
5(a)	Supply of life time channel licenses for VMS Software for 750 Nos. Cameras	Lot	1						
5(b)	Installation of life time channel licenses for VMS Software for 750 Nos. Cameras	Lot	1						
6(a)	Supply of IP Camera/VMS server for Video management (19" rack mountable, with required OS, anti-virus software and all required licenses).	Set	1						
6(b)	Installation and Commissioning of IP Camera server for Video management (19" rack mountable, with required OS, anti-virus software and all required licenses).	Set	1						
7(a)	Supply of Camera Server / Recording server for parallel recording of (new + old) IP cameras with 07 days back-up (19" rack mountable, with required OS, antivirus software and all required licenses).	Set	3						

AT BRBNMPL, SALBONI. T.E. No. 06/SAL/MMD-MAINT/2021-22

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
7(b)	Installation and Commissioning of Camera Server / Recording server for parallel recording of (new + old) IP cameras with 07 days back-up (19" rack mountable, with required OS, anti-virus software and all required licenses).	Set.	3						
8(a)	Storage: Supply of SAN Storage for 600 camera recording for 90 days back-up. Minimum 3000 TB usable storage capacity after RAID 6 configuration and required controllers and licenses	Lot	1						
8(b)	Installation and Commissioning of SAN Storage for 600 camera recording for 90 days back-up. Minimum 3000 TB usable storage capacity after RAID 6 configuration and required controllers and licenses	Lot	1						
	Networking Equipment								
9(a)	Supply of L2 -Commercial Grade switch with 24 x 10/100/1000 base T with RJ45 , PoE, min. 2 Nos.10G SFP supported ports and with all accessories including fully Loaded LIU, Patch panels , 10G SFU Modules, Patch cords etc for creating the required LAN Network.	Set	20						
9(b)	Installation and Commissioning of L2 - Commercial Grade switch with 24 x 10/100/1000 base T with RJ45, PoE, min. 2 Nos.10G SFP supported ports and with all accessories including fully Loaded LIU, Patch panels, 10G SFU Modules, Patch cords etc for creating the required LAN Network.	Set	20						

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section - VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
10(a)	Supply L2 -Industrial Grade switch with 8 x 10/100/1000 Base-T PoE + supported ports. min. 4 Nos.1G SFP interface and loaded with 2nos 1G SFP module and fully Loaded with all accessories including LIU, patch panels, Patch cords, power surge suppressor etc.	Set	22						
10(b)	Installation and Commissioning of L2 - Industrial Grade switch with 8 x 10/100/1000 Base-T PoE + supported ports. min. 4 Nos.1G SFP interface and loaded with 2nos 1G SFP module and fully Loaded with all accessories including LIU, patch panels, Patch cords, power surge suppressor etc.	Set	22						
11(a)	Supply of L2 -Industrial Grade switch with 4 x 10/100/1000 Base T ports PoE+support, 2 x 10GB fibre slot, industrial switch., Fully Loaded with all accessories including LIU, SFP Modules, Patch cords etc.	Set	20						
11(b)	Installation and commissioning of L2 - Industrial Grade switch with 4 x 10/100/1000 Base T ports PoE+support, 2 x 100/1000X SFP, industrial switch., Fully Loaded with all accessories including LIU, SFP Modules, Patch cords etc.	Set	20						
	VMS Client Workstation & Display								
12(a)	Supply of Video Wall Display: Professional grade, high-definition, 46" (12 monitors) 3x4 Grid with required controllers, suitable license and all accessories	Lot	1						

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section - VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
12(b)	Installation & Commissioning of Video Wall Display: Professional grade, high-definition, 46" (12 monitors) 3x4 Grid with required controllers, suitable license and all accessories	Lot	1						
13(a)	Supply of Client Workstation for server access, remote viewing (within site) with required operating system, anti-virus, suitable license, mouse and keyboard complete as per detailed tender specifications.	Set	5						
13(b)	Installation and Commissioning of Client Workstation for server access, remote viewing (within site) with required operating system, anti-virus, suitable license, mouse and keyboard complete as per detailed tender specifications.	Set	5						
14(a)	Supply of MS powder coated framework suitable for mounting and installation of Video wall as specified by BRBNMPL.	Nos.	1						
14(b)	Installation of MS powder coated framework suitable for mounting and installation of Video wall as specified by BRBNMPL.	Nos.	1						
	Equipment racks								
15(a)	Supply of floor mount, 42 U, 19" height Equipment racks for housing all the servers, storage devices etc. complete with all required accessories as per tender specifications	Nos.	2						

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A *(B+C)	E	F=D x E/100	G = D + F
15(b)	Installation of floor mount, 42 U, 19" height Equipment racks for housing all the servers, storage devices etc. complete with all required accessories as per tender specifications	Nos.	2						
16(a)	Supply of 12 U wall mount network rack with accessories as per detailed tender specifications	Nos.	34						
16(b)	Installation of 12 U wall mount network rack with accessories as per detailed tender specifications	Nos.	34						
17.	Supply of IP 66 enclosure/JB for outdoor application as per detailed tender specifications	Nos.	20						
17(b)	Installation of IP 66 enclosure/JB for outdoor application as per detailed tender specifications	Nos.	20						
	Cables & Conduits								
18.	Supply of OFC Cable Armoured (12 Core)	Mtrs.	23000						
19.	Supply of 40 mm HDPE pipe for OFC cable.	Mtrs.	18000						
20.	Supply of armoured Cat 6a cable	Mtrs.	40000						
21.	Supply of PVC conduit of size 25 mm for Cat6a & OFC cables including 2 saddles for each meter	Mtrs.	45000						

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @ (%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
	Miscellaneous								
22(a)	Supply of Online UPS 30 KVA for Control room equipment and centralized L2 switch installations.	Nos.	1						
22(b)	Installation and commissioning of Online UPS 30 KVA for Control room equipment and centralized L2 switch installations.	Nos.	1						
23(a)	Supply of Online UPS 2 KVA for distributed L2 switch installations at various locations.	Nos.	52						
23(b)	Installation an commissioning of Online UPS 2 KVA for distributed L2 switch installations at various locations.	Nos.	52						
24(a)	Supply of Transient Surge Protection for cameras - 8/20 µs (IEC Standard) including Earth pits for protection of outdoor components inside the watch towers.	Nos.	42						
24(b)	Installation of Transient Surge Protection for cameras - 8/20 µs (IEC Standard) including Earth pits for protection of outdoor components inside the watch towers.	Nos.	42						
25	Installation & splicing of OFC Cable Armoured (12 Core)	Lumps um	1						
26	Installation /laying of armoured Cat 6a cable	Mtrs.	40000						
27	Installation & Laying of PVC conduit of size 25 mm for Cat6a.with 2 saddles in each meter	Mtrs.	40000						
28	Laying of PVC conduit of size 25 mm for OFC cable with 2 saddles in each meter.	Mtrs.	5000						

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TABLE: A (Supply and Installation)Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @(%)	GST Amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ		A	В	С	D = A * (B+C)	E	F=D x E/100	G = D + F
29	Road Cutting (bituminous road) , laying of OFC cable with supply of 100 mm GI pipe, refilling, reconstructing of cut road as per IS standards	Mtrs.	500						
30	Trench digging, laying of OFC cable in HDPE pipe and refilling as per IS standards	Mtrs.	17500						
31(a)	Supply of Poles for mounting outdoor Cameras and junction boxes for outdoor switches	Nos.	25						
31(b)	Installation of Poles for mounting outdoor Cameras and junction boxes for outdoor switches as per point 8,G (c) of Section VII	Nos.	25						
32	Dedicated maintenance free chemical earth pits, for all equipment's in CCTV control room as per IS: 3043	Nos.	2						
34	Any Other Items- Required to fulfil requirements of Section VII 1) 2) 3)								
35	Items- if any proposed to be used from Existing network to fulfil requirements of Section VII- Back to Back OEM support fee for 8 years. 1) 2) 3)								
Total Quoted Amount									
Total Quoted Amount for A (in words) (Rs.):									

No price to be quoted for existing items/ components used, however 8 year OEM support fee can be charged based on proof of quote from OEM.

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B: Comprehensive AMC charges

Schedule No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST rate @ (%)	GST amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
			A	В	C	D = A *(B+C)	Е	F=D x E	G = D + F
1	Comprehensive AMC Charges for the entire System for Five (5) years from date of expiry of warranty. 1st Year 2nd Year 3rd Year 4th Year 5th Year								
Total Quoted Amount									
Total Quote	d Amount for (R) (in words) (Rs)								

Total Quoted Amount for (B) (in words) (Rs.):

Note: The CMAC charges should include All spares cost, Cost of onsite Manpower Deployment, license renewal charges and back to back service support charges of OEMs.

C. Buyback item list

Sl.No.	Item Description	Make/Model	Qty.(Nos.) (Approx.)	Buyback Price/Unit (Rs.)	Grand Total Buyback Price (Rs.) (Ex. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @ (%)	GST Amount (Rs.)	Grand Total Price (Rs.) (Ex. BRBNMPL Stores, Salboni inclusive of all)
			A	В	C = (A X B)	D	E=C x D/100	F = C + E
1	PTZ Camera	Honeywell, Samsung, Hikvision etc.,	37					

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2	Fixed Camera	Honeywell, Samsung, Hikvision etc.,	276			
3	IRPTZ camera	Honeywell, Samsung, Hikvision etc.,	4			
4	IRPT camera	Honeywell, Samsung, Hikvision etc.,	16			
5	DVR 16 Channel (Without HDD)	Honeywell , P2424	20			
6	DVR 16 Channel (Without HDD)	Honeywell , Fusion 4	4			
7	DVR 16 Channel (Without HDD)	Hikvision	1			
8	PAN/TILT Unit	Honeywell / PIH 303	20			
9	RECEIVER Monitor	Honeywell / GCM 1014	14			
10	Multiplexer	Honeywell / HDX-1600	20			
11	Biometric lock for DVR Racks	NITGen	13			
12	24 port CISCO Switches	CISCO/2960	6			
13	NAS Storage (Without HDD)	IBM X-346 Series	1			
14	TAPE Library (Without data cartridge)	IBM LTO-3584	1			
15	Server PC with Monitor	HP Compaq/dx6120 MT	1			
16	Client PC with Monitor	HP Compaq/dx6120 MT	8			

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17	UPS 1.5 KVA	Numeric/HP 1500	9					
18	UPS 3 KVA	Numeric/HP 3000	6					
19	UPS 6 KVA	Numeric/HP 6000	1					
20	UPS 7.5 KVA	Numeric/HP 7500	3					
21	PLASMA/LED Screen 42	Samsung/Panasonic/LG	5					
22	LED Monitor 32"	Samsung	3					
23	LIU		4					
24	Patch Panel	D-link	4					
26	DVR Rack		13					
BUYBAC	BUYBACK PRICE - GRAND TOTAL:							
Grand To	Grand Total Price for Buyback Quantity (all inclusive) in words:							

TABLE: D - FINAL COST:

Total Quoted Amount for (A) (Rs.)	
Total Quoted Amount for (B) (Rs.)	
Total Quoted Amount for (C) (Rs.)	
Grand Total Quoted Amount (A+B-C) (Rs.)	
Grand Total Quoted Amount in Rupees	only

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Optional Item Quote bound in case of BRBNMPL requirement arises but not considered for L1 calculation:

Schedule No.	Description of Items [As per detailed specifications attached in Section – VII]	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (Rs.)	Freight / Delivery & Insurance Charges if any, (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST rate @(%	GST amount (Rs.)	Grand Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
			A	В	С	D = A *(B+C)	Е	F=D x E	G = D + F
1	Video Analytics Server (Configuration equivalent to VMS server) and Software with three years warranty including perpetual licenses of all software's. 1)For 100 cameras 2)For 150 cameras	Lot							
2	Price for shifting the existing IP cameras (116 Nos) in to new IP CCTV system (Face Recognition cameras 2 nos and Video Analytics Cameras 57, ANPR (without recording) cameras of Six numbers and other existing PTZ and Fixed, outdoor and indoor camera. numbers with applicable software and hardware licenses.	Lot							
		1	<u> </u>	I			Total Qu	oted Amount	

Note: Price should be quoted for Supply and Installation (A), Comprehensive AMC(B) & Buyback Price (C). Quoting for partial work is not acceptable and will be liable for rejection of their bid. Bidders may enclose separate sheet, if required, to give price break up.

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*Price should be quoted exactly as per the format.

**CAMC Price quoted shall be firm for the entire tenure (05 YEARS renewed year on year basis) of the CONTRACT. Bill payment will be based on 3 completed months. BRBNMPL reserves the right to cancel the comprehensive AMC upon unsatisfactory performance.

***Quoted items must conform to technical specifications as per Section VII of tender

NOTE:

- a) The tender enquiry will be finalized on **Overall Lowest (L1) bidder based** on the **Grand total cost (As per Table-D) inclusive of all taxes** and as per Tender Terms & conditions for the above-mentioned items/schedules.
- b) 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.
- c) We confirm that we will abide by all the tender terms & conditions of tender, above scope of work and we do not have any counter conditions.
- d) We confirm that tendered item will be supplied /executed as per specification and tender conditions.
- e) 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 places for evaluation.
- f) Bidders are required to offer cost of suitable video Analytic Software, which will not be considered for arriving at L1 bidder. However, BRBNMPL reserves the right to opt for the same, if felt necessary at the time of placement of Work Order.
- g) The quoted rates are inclusive of all the supply of materials, labour, transportation, insurance, loading/unloading, Installation, all applicable taxes like GST as per prevailing rules and also Buy Back Prices.
- h) The quantity mentioned in {"C" Buy Back Item List} is indicative and will have bearing on arriving at overall L1. The actual quantity of individual item in Buy Back List may vary at the end of the project (IP CCTV Implementation) and the final cost of Buy Back will be worked out based upon the unit rate coated for the same in aforesaid Buy Back List of items.
- i) The rates are quoted with all awareness of the site conditions and after going through the tender documents in details.
- j) In addition to above in case any additional statutory tax liability arises on Contractor side during the currency of contract due to delayed supply, the same will be borne by the Contractor.

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()	Price should be quoted exactly as per the format given below. Multiple rates for single item, would lead to rejection of offer
)	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.
n)	Unloading of items at General Stores shall be done by BRBNMPL.
Vc	te: Tender document without signature & essential document is liable for rejection at any stage.
	anking you,
Ύο	urs faithfully,
) Seal
Na	me & Signature with date Firm:

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Section XII: Questionnaire

[Supplier/Tenderer shall fill the following format and submit along with Technical Bid.]

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

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

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

Sl.No	Query	Bidder's Response
1.	Brief description of goods and services offered:	
2.	Name and Address of the Firm	
3.	Nature of the Firm: (Proprietorship/Partnership/Ltd. Company/Co-op. Society)	
4	Offer is valid for acceptance up to	120 Days from the date of opening of tender
5	Your Permanent Income Tax A/c No. as allotted by the Income Tax Authority of Government of India: Please attach certified copy of your latest / current Income Tax clearance certificate issued by the above authority.	
6	Your GSTIN (Copy of registration to be enclosed)	
7	Status:	
7a	Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) and/or the present BRBNMPL and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration	
7b	Are you currently registered under the Indian Companies Act, 2013 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	
8.	Please indicate name & full address of your Banker(s):	
9.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.	

(Name, address and stamp of the tendering firm)

TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM

Section XIV: Manufacturer's Authorization Form

То
We,,who are proven and reputable manufacturers of
*We further confirm that no supplier or firm or individual other than Messrs
We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document and also under take to abide by other tender terms and conditions.
Yours faithfully,
[Signature with date, name and designation] For and on behalf of Messrs
(Name & address of the manufacturers)
Note: This letter of authorization should be on the letter head of the manufacturing firm and should be

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer *Please strike out whichever is not applicable

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	
(hereinafter called "the supplie	
a bank guarantee by a schedul	pulated by you in the said contract that the supplier shall furnish you with ed commercial bank recognized by you for the sum specified therein as obligations in accordance with the contract:
AND WHEREAS we have agree	d to give the supplier such a bank guarantee;
supplier, up to a total of pay you, upon your first writte without cavil or argument, any	affirm that we are guarantors and responsible to you, on behalf of the (amount of the guarantee in words and figures), and we undertake to n demand declaring the supplier to be in default under the contract and sum or sums within the limits of (amount of guarantee) as aforesaid, or to show grounds or reasons for your demand or the sum specified
with the demand. We further ag contract to be performed thereus	of your demanding me said debt from the supplier before presenting us gree that no change or addition to or other modification of the terms of the inder or of any of the contract documents which may be made between you by release us from any liability under this guarantee and we hereby waive tion or modification.
We undertake to pay BRBNMPI BRBNMPL having to substantiat	Lup to the above amount upon receipt of its first written demand, without the its demand.
9	rce for a period of sixty days after the date of all contractual obligations by anty obligations any demand in respect thereof should reach the Bank not
(Signature of the authorized office	cer of the Bank)
Name and designation of the off (Seal, name & address of the Ban	

	BRBNMPL's office is		VI: Contract Fo	<u>orm</u>	
(Address of	BRBNMPL's office is		•••		
		suing the contra	act)		
Contract No) da	ated			
This is in co	ntinuation to this offi	ce' Notification	of Award No	dated	
1. Name &	address of the Suppl	ier:			
3. Supplier's dated tender 4. In addit mentione	PL's Tender documer dated dated dated dated dated dated dated date so Tender No. date date date date date date date date	(if any), issum datedxchanged between	ued by BRBNMPL and subsequent een the supplier a ving documents et	communication(s) Nand BRBNMPL in co	oonnection with thi
ii) Sp iii) Lis iv) Te v) Qu vi) Te vii) Pr viii) Ma	eneral Conditions of C ecial Conditions of C st of Requirements; chnical Specifications hality Control Require ander Form furnished ice Schedule(s) furnis anufacturers' Authorication	ontract; ements; by the supplier hed by the supplicant supplicant supplication Form;			
assigned to incorporate also apply t	words and expression them in the condition d under Section - V of this contract.	ns of contract re - 'General Cond	eferred to above. Fi ditions of Contract	urther, the definition of BRBNMPL's Tend	s and abbreviation der document shal
ready refere	<u>-</u>	ations etc. out c	or the above-referre	a documents are rep	Toduced below for
(i) Brief par under:	ticulars of the goods a	and services wh	ich shall be supplie	ed / provided by the	supplier are as
Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.	Total price
-	l ditional services (if aj value (in figures)				

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(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

Гhe General Manager		
Unit Address		
Subject: Authorization for attending bid		(date) in the Tender of enquiry
Following persons are hereby authorized to behalf of	*	O
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 to one, first preference will be allowed representatives are not able to attend.	-	oid opening. In cases where it is restricted ntative will be permitted when regular
2. Permission for entry to the hall where bid above is not produced.	s are opened may be	refused in case authorization as prescribed
		Signature of bidder With date and seal OR
	Officer authorized to	sign bid document on behalf of the bidder

SECTION XX: PRE-CONTRACT INTEGRITY PACT

Between

Bharatiya	Reserve	Bank	Note	Mudran	Private	Limited	(BRBNMPL)	hereinafter	referred	to	as	"The
Principal"												
						and						

Preamble

In order to achieve these goals, Independent External Monitors (IEMs), appointed by the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1)The Principal commits itself to take all measures necessary to prevent corruption and to observe he following principles: -
- a.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b.The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contact execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2)If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1)The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b.The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c.The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d.Bidders are required to submit a self-declaration that they are not engaging any agent for participation in the bidding/ procurement process.
- e.Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter
- (2)The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion form future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

Section 4 - Compensation for Damages

(1)If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2)If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damage of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anticorruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in

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India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

(2)If the Bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1)In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3)The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

Name of the IEM: Shri V.V. R. Sastry

E-mail: sastryvvr@gmail.com

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, BRBNMPL.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, BRBNMPL and recuse himself / herself form that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, BRBNMPL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals form correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC / PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

The Pact beings when both parties have legally signed it. It expires from the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of BRBNMPL.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI.						
T.E. No. 06/SAL/MMD-MAIN	T/2021-22 		SAL/FF/MMD/PUR/08 			
(For & On behalf of the Pri	ncipal) (For &	On behalf of Bidder/ Contractor)				
(Office Seal) (Office Se	·a1\					
(Office Sear) (Office Se	ai)					
Place:						
Date:						
Witness 1:	Witness	s 1·				
	VVIENCES					
(Name & Address)		(Name & Address)				
IAV: tra coo O.	Mitno	a 7.				
Witness 2:	Witnes	S 2.				
(Name & Address)		(Name & Address)				
(To be signed & stamped and	submitted along	with Techno-commercial Bid Part –I)			

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दौरान या संविदा निष्पादन के समय किसी प्रकार का लाभ मिले।

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भाग : XX सत्यनिष्ठा संधि

भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड एल पी एम एन बी आर बी)) जो इसके बाद से "प्रिन्सिपल"कहलाएगा
तथा
''ठेकेदार / बोलीधारक'' बाद इसके जो
के बीच:
<u>प्रस्तावना</u>
प्रिन्सिपल, संगठनात्मक प्रक्रियाओं के अधीन इच्छु का करने प्रदान एं/संविदा लिए के
इन लक्ष्यों को प्राप्त करने के लिए, प्रिंसिपल द्वारा नियुक्त स्वतंत्र बाहरी मॉनीटर)IEM), टेंडर प्रक्रिया और उपरोक्त उल्लिखित सिद्धांतों के अनुपालन के लिए संविदा के निष्पादन की निगरानी करेंगे।
भाग -1 प्रिन्सिपल की प्रतिबद्धताएं
(1)प्रिन्सिपल भ्रष्टाचार रोकने के लिए आवश्यक सभी उपाय करने और निम्नलिखित सिद्धांतों का पालन करने के लिए प्रतिबद्ध है- :
क.कर्मचारी भी कोई का प्रिन्सिपल , व्यक्तिगत रूप से या परिवार के सदस्यों के माध्यमसे, निविदा के संबंध में किसी अनुबंध या मांग के लिए, स्वयं या किसीलिए के व्यक्ति तीसरे, किसी भी भौतिक या अभौतिक लाभ जिसका वह कानूनी रूप से हकदार नहीं है उसे। करेगा नहीं वादा का करने स्वीकार या स्वीकार
ख. प्रिन्सिपल, निविदा प्रक्रिया के दौरान सभी बोलीधारक(ओं) के साथ समान और तर्कसंगत व्यवहार करेंगे। प्रिंसिपल विशेष रूप से, निविदा प्रक्रिया से पहले और उसके सभी दौरान (ओं)बोलीधारक को एक समान जानकारी प्रदान करेंगे और किसी भी (ओं)बोलीधारक को गोपनीय करेंगे नहीं प्रदान जानकारी अतिरिक्त /, जिसके माध्यम (ओं)बोलीधारक से को निविदा प्रक्रिया या संविदा निष्पादन के संबंध में अतिरिक्त कोईप्राप् लाभत हो सके।
.ग. रखेगा। बाहर से प्रक्रिया इस को व्यक्तियों पूर्वाग्रही ज्ञात सभी प्रिन्सिपल
(2)यदि प्रिन्सिपल अपने किसी भी कर्मचारी के आचरण के बारे में कोई जानकारी प्राप्त करता है जो कि आईपीसी है अपराध दांडिक एक तहत के अधिनियम पीसी /, या इस यदिसंबंध में कोई तथ्यपूर्ण संदेह है, तो प्रिन्सिपल मुख्य सतर्कता अधिकारी को सूचित करेगा और इसके अलावा अनुशासनात्मक कार्रवाई भी शुरू कर सकते हैं।
भाग — 2 बोलीधारक प्रतिबद्धताएं की (ओं) ठेकेदार / (ओं) (1)बोलीधारक दौरान के निष्पादन संविदा और लेने भाग में प्रक्रिया निविदा हैं। प्रतिबद्ध लिए के करने उपाय आवश्यक सभी के रोकने को भ्रष्टाचार (ओं) ठेकेदार / (ओं)बोलीधारक करेंगे प्रतिबद्ध को स्वयं लिए के करने पालन का सिद्धांतों निम्नलिखित (ओं) ठेकेदार / (ओं)
・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・

व्यक्ति को किसी तरह की सामग्री या अन्य कोई लाभ देने का प्रस्ताव नहीं देंगे या वादा नहीं करेंगे जिसका वह कानूनी रूप से हकदार नहीं है जिससे कि बदले में उन्हें निविदा प्रक्रिया के

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- ख. बोलीधारक अन्य किसी (ओं) ठेकेदार / (ओं)बोलीधारक (ओं)के साथ कोई अज्ञात करार या समझौता नहीं करेंगे, चाहे वह औपचारिक हो या अनौपचारिक। यह विशेष रूप से कीमतों, विनिर्देशों, प्रमाणपत्रों, सहायक संविदाओं, बोलियां प्रस्तुत करने या नहीं करने या प्रतिस्पर्धा रोकने के लिए उठाए गए कदमों या बोली प्रक्रिया में व्यवसायी समूहन रोकने के लिए लागू किया जाता है।
- **ग**. बोलीधारक (ओं) ठेकेदार /(ओं)संबंधित आईपीसी करेंगे नहीं अपराध कोई तहत के अधिनियम पीसी /; बोलीधारक ओं) ठेकेदार / (ओं)) प्रिन्सिपल के द्वारा व्यापारिक संबंधों के संदर्भ में, दी गई कोई भी जानकारी या दस्तावेज़, योजना संबन्धित, तकनीकी प्रस्तावों और व्यापारिक विवरण इलेक्ट्रॉनिक रूप से संचित या प्रेषित जानकारी सिहत का अनुचित उपयोग प्रतिस्पर्धा में या व्यक्तिगत लाभ के प्रयोजनाओं के लिए, या दूसरों को हस्तांतरित करने के लिए, नहीं करेंगे।
- घ. बोलीधारक (ओं)को एक स्वलिए के भागीदारी में प्रक्रिया खरीद / बोली वे कि है आवश्यक करना प्रस्तुत घोषणा- किसी भी एजेंट को नियुक्त नहीं कर रहे हैं।
- 5. सत्यिनष्ठा संधि पर हस्ताक्षर करने वाले बोलीधारक नहीं तक न्यायालय किसी में मामले उक्त तो हैं करते प्रतिवेदन का मामले किसी पास के एम ई आई जब (ओं) ठेकेदार /(ओं) करेंगे। इंतजार का फैसले के एम ई आई और जाएंगे
- (2)बोलीधारक । होंगे नहीं सहायक लिए के अपराधों किसी ऐसे या करेंगे नहीं प्रेरित लिए के करने अपराध उल्लिखित ऊपर को व्यक्ति तीसरे किसी (ओं) ठेकेदार / (ओं) भाग 3िनिविदा प्रक्रिया से अयोग्यता और भविष्य के संविदाओं से बहिष्करण

यदि संविदा देने से पहले या निष्पादन के दौरान बोलीधारकहै किया उल्लंघन का 2 धारा में रूप अन्य किसी या उपरोक्त ने (ओं) ठेकेदार / (ओं) , जिससे उनकी विश्वसनीयता या साख पर सवाल पैदा हो तो, प्रिन्सिपल को हक है कि बोलीदाता क क्रियाप्र निविदा को (ओं) ठेकेदार / (ओं) े लिए अयोग्य घोषित करें या बीआरबीएनएमपीएल के प्रोक्योरमेंट मैनुअल के खंड) 6.5प्रतिबंध और ब्लैकलिस्टिंगकरें। कार्रवाई अनुसार के (

भाग - 4क्षति के लिए मुआवजा

अनुसार के 3 भाग उपरोक्त ने प्रिन्सिपल यदि (1), संविदा देने से पहले निविदाकर्ता को निविदा प्रक्रिया के लिए अयोग्य ठहराया है, तो प्रिन्सिपल अर्नेस्ट मनी डिपॉजिट बिड / है। हकदार का वसूलने और मांगने हर्जाना बराबर के सिक्योरिटी

है दिया कर समाप्त अनुबंध अनुसार 3 भाग ने प्रिन्सिपल यदि (2), या यदि प्रिन्सिपल भाग है रीअधिका का करने समाप्त अनुबंध अनुसार के 3, तो प्रिन्सिपल ठेकेदार से प्रदर्शन बैंक गारंटी की राशि के बराबर संविदा मूल्य के परिनिर्धारित नुकसान ठेकेदार से मांगने और वसूलने का अधिकारी होगा।

भाग - 5पिछला उल्लंघन

(1)बोलीधारक यह घोषणा करता है कि इस सत्यिनिष्ठा संधि पर हस्ताक्षर करने से ठीक पहले पिछले तीन वर्षों में किसी भी देश की किसी अन्य कंपनी जो यहाँ पर परिकल्पना की गई किसी भी भ्रष्ट आचरणों के संबंध में भ्रष्टाचार विरोधी दृष्टिकोण की पुष्टि करता हो या भारत के किसी भी सार्वजनिक उपक्रम के साथ या भारत के किसी सरकारी विभाग के साथ ऐसा कोई उल्लंघन का अपराध नहीं हुआ है, जिसके कारण बोलीधरक को निविदा प्रक्रिया से बहिष्कृत किए जाने को उचित ठहराया जा सके।

यदि (2)बोलीधारक इस विषय से संबन्धित गलत बयान देता है, तो उसे निविदा प्रक्रिया के लिए अयोग्य ठहराया जा सकता है या बीआरबीएनएमपीएल की प्रोक्योरमेंट पुस्तिका के खंड) 6.5प्रतिबंध और ब्लैकलिस्टिंगहै। सकती जा की कार्रवाई अनुसार के (

भाग - 6सभी बोलीधारकों व्यवहार समान साथ के ठेकेदारों उप / ठेकेदारों /

में मामले के संविदा-उप (1), उपलेगा। ठेकेदार प्रधान जिम्मेदारी की अपनाने को संधि सत्यनिष्ठा द्वारा ठेकेदार-

- (2) प्रिन्सिपल सभी बोलीधारकों और ठेकेदारों से एक समान शर्तों के साथ करार करेंगे।
- (3) प्रिन्सिपल उन सभी बोलीधारकों को निविदा प्रक्रिया से अयोग्य घोषित करेगा जो इस संधि पर हस्ताक्षर नहीं करते हैं या इसके प्रावधानों का उल्लंघन करते हैं।

भाग -7 उल्लंघनकर्ता बोलीधारकओं)ठेकेदार उप / (ओं)ठेकेदार / (ओं)) के खिलाफ आपराधिक मामला

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यदि प्रिन्सिपल को किसी **बोलीधारकठेकेदार उप** / **ठेकेदार** / या उनके किसी कर्मचारी या प्रतिनिधि या किसी सहयोगी के किसी ऐसे आचरण का पता चलता है जो भ्रष्टाचार में सहायक हो सकता है या यदि प्रिन्सिपल को इस संबंध में तथ्य परक संदेह है, तो प्रिन्सिपल इसकी सूचना मुख्य सतर्कता अधिकारी को देगा।

भाग - 8स्वतंत्र बाहरी मॉनीटर

आई ई एम का नामशास्त्री.आर.वी.वी श्री:

ई :मेल-sastryvvr@gmail.com

इस प्रिन्सिपल बाद के अनुमोदन द्वारा आयोग सतर्कता केंद्रीय (1)संधि के लिए सक्षम और विश्वसनीय स्वतंत्र बाहरी मॉनीटर नियुक्त करता है। मॉनीटर का काम स्वतंत्र और निष्पक्ष रूप से समीक्षा करना है, क्या या किस हद तक सभी पक्ष इस करार के तहत दायित्वों का पालन करते हैं।

- (2) मॉनीटर पार्टियों के प्रतिनिधियों के अनुदेशों के अधीन नहीं है तथा अपने कार्यों का निष्पादन तटस्थ एवं स्वतंत्ररूप से करेगा। आवश्यकता पड़ने पर मॉनीटर को संविदा से संबन्धित सभी दस्तावेज़ उपलब्ध करवाए जाएंगे। यह उनका दायित्व होगा कि बोलीधारकों रखें। बनाए गोपनीयता की दस्तावेजों और सूचनाओं की ठेकेदारों/ वह बीआरबीएनएमपीएल के अध्यक्ष (चेयरमेन) को रिपोर्ट करेंगे।
- (3)बोलीधारक (ओं) ठेकेदार / (ओं)स्वीकार करता है कि मॉनीटर को संविदाकर्ता द्वारा दिए गए दस्तावेजों सहित प्रिन्सिपल के सभी परियोजना दस्तावेजों को बिना प्रतिबंध के देखने का अधिकार है। मॉनीटर के अनुरोध और वैध हित प्रदर्शित करने पर संविदाकर्ता उनके परियोजना दस्तावजों को अप्रतिबंधित एवं बिना शर्त मॉनीटर को मुहैया करेंगे। यही उप-संविदाकर्ताओं पर लागू होता है।
- (4)मॉनीटर पर बोलीधारक / (ओं) ठेकेदार / (ओं)उप ठेकेदार (ओं) की सूचनाएँ एवं दस्तावेजों को गोपनीय रखने की संविदाकृत बाध्यता है। मॉनीटर ने गोपनीय सूचनाओं को प्रकट नहीं करने और हित संघर्ष नहीं होने की घोषणाओं पर भी हस्ताक्षर किए हैं। बाद में उत्पन्न होने वाले किसी भी हितों के टकराव के मामले में, आई ई एम, बीआरबीएनएमपीएल के अध्यक्ष को सूचित करेंगे और उस मामले से स्वयं को अलग कर लेंगे।
- (5) प्रिन्सिपल परियोजना (प्रोजेक्ट(से संबंधित पार्टियों की समस्त बैठकों की पूरी जानकारी मॉनीटर को उपलब्ध करायेगा बशर्ते कि ऐसी बैठकों का प्रभाव प्रिन्सिपल और ठेकेदार के बीच संविदाकृत संबंधों पर पड़े। पार्टियाँ ऐसी बैठकों में भाग लेने हेतु मॉनीटर को विकल्प भेजेगी।
- (6)जैसे ही मॉनीटर को यह आभास होगा या ऐसा विश्वास हो जाएगा कि इस करार का कहीं न कहीं उल्लंघन हुआ है, तो वह इसकी सूचना प्रिन्सिपल के प्रबंधन को देगा तथा प्रबंधन से अनुरोध करेगा कि करार को समाप्त करें या कोई सुधारात्मक उपाय करें या कोई अन्य संगत कार्रवाई करें। मॉनीटर, इस विषय में अबाध्यकर सिफारिशें प्रस्तुत कर सकता है| इससे ज्यादा, मॉनीटर को पार्टियों से एक विशिष्ट रूप में कार्य करने, कार्रवाई से बाज आने या कार्रवाई सहने की मांग करने का अधिकार नहीं है|
- (7) प्रिन्सिपल द्वारा मॉनीटर को सूचना या संदर्भ देने की तारीख के 8 से 10 सप्ताहों के भीतर मॉनीटर, प्रिन्सिपल के बोर्ड के अध्यक्ष को लिखित रिपोर्ट प्रस्तुत करेगा और यदि आवश्यक हो तो समस्यात्मक स्थितियों को सुधारने हेतु प्रस्ताव प्रस्तुत करेगा|
- (8) यदि मॉनीटर ने आइपीसी/पीसी अधिनियम के अधीन अपराध के तथ्यात्मक संदेह की रिपोर्ट बीआरबीएनएमपीएल के अध्यक्ष को प्रस्तुत किया है और बीआरबीएनएमपीएल के अध्यक्ष ने यथोचित समय के अंदर ऐसे अपराध के विरुद्ध प्रत्यक्ष कार्रवाई नहीं की है या मुख्य सतर्कता अधिकारी को इसकी सूचना नहीं दी है तो, मॉनीटर सीधे केन्द्रीय सतर्कता आयुक्त को भी यह सूचना दे सकता है।
- (9)' मॉनीटर शब्द 'में एक वचन और बहुवचन दोनों सिम्मिलित हैं।

भाग - 9संधि की अवधि

यह संधि तब आरंभ होती है जब इसके दोनों पक्ष कानूनी रूप से इस पर हस्ताक्षर कर देते हैं। यह ठेकेदार के लिए संविदा के तहत हुए अंतिम भुगतान के बाद महीने 12 और संविदा दिए जाने के पर होने उल्लंघन से प्रकार किसी इसका है। जाता हो समाप्त बाद महीने 6बोलीधारकों को अयोग्य समझा जाएगा और भविष्य के किसी व्यापारिक लेन देन-से उन्हें बाहर रखा जाएगा।

यदि इस दौरान कोई दावा किया जाता है है जाता किया दर्ज /, तो यह बाध्यकारी होगा और ऊपर बताए अनुसार इस संधि के चूक जाने के बावजूद तब तक मान्य रहेगा, जब तक कि बीआरबीएनएमपीएल के अध्यक्ष द्वारा इसका निपटाराजाता। किया नहीं निर्धारण /

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भाग - 10अन्य प्रावधान	
अर्थात कार्यालय पंजीकृत का प्रिंसिपल अधिकारिता एवं क्षेत्र निष्पादन सकाइ है। अर्ध	ोन के कानून भारतीय समझौता यह (1) , बेंगलुरु है ।
एग्रीमेंट साइड है। जरूरत की जाने दी में रूप लिखित सूचना की समाप्ति तथा पूरकों उ	मौर परिवर्तनों (2)
किए नहींगए हैं।	
है संघ या साझेदारी एक ठेकेदार यदि (3), तो इस समझौते पर सभी भागीदारों या संध	ा के सभी सदस्यों द्वारा हस्ताक्षर किए जाने चाहिए।
भी पर जाने हो अवैध प्रावधान कई या एक के समझौते इस (4) , इसके शेष प्रावधान करेंगे।	वैध बने रहेंगे। इस स्थिति में, सभी पक्ष अपने मूल इरादों के लिए एक समझौते पर आने का प्रयास
होंगे। बाहर से दायरे के एम ई आई मुद्दे जैसे रंटीगा / वारंटी (5)	
में स्थिति की विरोधाभास भी किसी बीच के संलग्नक इसके और संधि सत्यिनष्ठा (6)	, सत्यनिष्ठा संधि में विहित उपबंध मान्य होंगे।
(प्रिन्सिपल के लिए और की ओर से) (बोलीधारक ठेकेदार/के लिए और की	भ्रोर से)
(कार्यालय मुहर) (कार्यालय मुहर)	
स्थान/ Place :	
तिथि/ Date :	
साक्षी/Witness 1: साक्षी/Witness 1:	
(नाम और पता / Name & Address) (नाम और	पता / Name & Address)
साक्षी/Witness 2 : साक्षी/Witness 2 :	
(नाम और पता / Name & Address) (नाम औ	र पता / Name & Address)

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Annexure- A

Confidentiality Statement

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

Yours faithfully,					
()				
Signature with da	te				
Name :					
Seal					
		<u>Declar</u>	ation_		
We confirm that out the past 05 years en		en blacklisted / de	ebarred by BRBN	NMPL / PSU/ Go	vernment of India i
Yours faithfully,					
()				
Signature with da	te				
Name:					
Seal					

Annexure - B

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

Model	Mandate	Form
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(Customer's option to receive payments through Credit Clearing Mechanism)

Name of the scheme and the periodicity of payment

	_	Name of the scheme and the periodicity of payme	nt
1	Inve	estor/Customer's Name	
2	Part	iculars of Bank Account	
	A	Name of the Bank	
	В	Name of the Branch	
		Address	
		Telephone No.	
		Whether Bank branch is NEFT enabled	
	С	Code number of the bank and branch appearing on the MICR Cheque issued by the bank	
	D	Type of the Account (S.B., Current, Cash Credit)	
	Е	Ledger and Ledger Folio number	
	F	Account number(as appearing on the cheque book)	
	G	RTGS/IFSC Code No.	
of a	chequ iculars	/	
3 1	Date o	f Effect	
not eff respor as a pa	ected sible.	lare that the particulars given above are correct and complete. If at all for reasons of incomplete or incorrect information, I would I have read the option invitation letter and agree to discharge the ant under the scheme.	I not hold the user institution
Date:			
Certifi	ed tha	t the particulars furnished above are correct as per our records.	
Bank's	Stam	p:	
Date:			
		(Signature of the a	authorized official of the Bank

Annexure-C

BID SECURING DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT

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

To, The General Manager BRBNMPL, SALBONI.	
Sub: Submission of Bid Securing Declaration in Lieu of Earnest Money Deposit against Tender Nofor	
Dear Sir,	
 I/We have downloaded / obtained the tender document for the above mentioned "Tender/from the BRBNMPL Portal. I/We understand that according to terms and conditions of this tender, bids must be supported bid security, which may be in the form of Bid Securing Declaration. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the pervalidity or if I/We are awarded the contract and I/We fail to sign the contract (NoA / LoI / W.O. / Agreement etc.) or to submit a performance security before the deadline defined request for bids document then I/We will be suspended for the period of 1 (ONE) years from eligible to submit Bids to BRBNMPL, Salboni. I/We understand that this Bid Securing Declaration shall cease to be valid under the foll circumstances: I am/we are declared ineligible/ unsuccessful or II. I am/We are declared as successful bidder and I/we have furnished the Perfor Security and Signed the Contract within the stipulated time. 	ed by a riod of P.O. / in the being owing
Place: Signature:	
Date: Name:	
Designation:	
Authorized Signatories	
Seal	

Annexure - D

<u>Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order,</u> <u>2012'.Conditions for micro and small enterprises (MSEs)</u>

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

- **10.** Subject to meeting terms and conditions stated in the tender document, *at least* 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
- 11. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
- 12. In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
- **13.** In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- **14.** In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- 15. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- 16. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- 17. For more clarity in this regard, following table is furnished: -

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

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

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

Annexure - E

CONDITIONS FOR START-UP COMPANIES

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

Annexure - F

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

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

S/N	Scenario	Tender	Tender	Eligible bidder	Relaxation
		Туре	value		
1	There <u>is</u>	OTE/NCB	Any value	'Class-I Local	Relaxation (as per para
	sufficient			Supplier'	10 (a) and (b) of order)
	local				
	capacity and				
	competition				
2	There <u>isn't</u>	OTE/NCB	< ₹200	'Class-I Local	Relaxation (as per para
	sufficient		Crore	Supplier'	10 (a) and (b) of order)
	local			'Class-II Local	
	capacity and			Supplier'	
	competition	GTE/ICB	Any value*	'Class-I Local	Relaxation (as per para
			•	Supplier'	10 (a) and (b) of order) to
				'Class-II Local	Class-I and Class-II
				Supplier'	Local Suppliers
				'Non-Local	
				Supplier'	

^{*}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

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4.Procedure for purchase preference to 'Class-I Local Supplier' applicable for procurement scenario 2 in para 3 above is explained below in brief (para 3A (b) and (c) of order): -

I.Procurement of Goods and Works which are divisible in nature (e.g. consumables): -

- If L1 is 'Class-I Local Supplier' 100% awarded to L1
- If L1 is *not* 'Class-I Local Supplier' 50% awarded to L1
- Remaining 50% awarded to lowest bidder among 'Class-I Local Supplier' falling within L1+20% subject to matching L1 price
- If unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I Local Supplier' bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
- If some quantity is left uncovered on 'Class-I Local Supplier', then such balance quantity can be ordered on the original L1 bidder

II.Procurement of Goods and Works which are *not divisible* in nature (e.g. Varnish Plant) and procurement of Services where bid is evaluated on price alone: -

- If L1 is 'Class-I Local Supplier' 100% awarded to L1
- If L1 is *not* 'Class-I Local Supplier'
- Lowest bidder among 'Class-I Local Supplier' falling within L1+20% is invited to match L1 price contract awarded subject to matching L1 price
- If unable to match L1 price, next lowest 'Class-I Local Supplier' bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
- If none of the 'Class-I Local Supplier' bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder
- **5.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 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 minimum Local Content (LC) requ Contents under the Govt. policy again	iirement i.e for claiming	undertake that we meet the mandatory g purchase preference linked with Local ."
•		e Class-I local supplier/Class-II local utory auditor or cost auditor of the

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company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of suppliers other than companies) giving the percentage of local content.

6. 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.

- **7.**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.
- **8.** Relaxations in Eligibility Criteria (Para 10 (a) & (b) of DPIIT) order)
- **9.**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 on the **Company/Firm's letter head as per the format specified in Annexure –H.**

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Annexure - G

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

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

1.The bidder can avail only one out of the two applicable purchase preference policies, i.e., MSEs-2012 and MII-2017. Therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible under both the Policies, BRBNMPL shall evaluate his offer considering MSEs-2012 as the default chosen option.

2.In case a bidder opts for preference under MSEs-2012, he shall not be eligible to claim benefit under MII-2017 (irrespective of the fact whether he furnishes the details of local content in his offer and the same meets the stipulated local content criteria).

3.In case a bidder opts for purchase preference based on MII-2017, he shall not be entitled to claim benefit of purchase preference as applicable for MSE bidders under MSEs-2012. However, the exemptions from furnishing Bid security (EMD) shall continue to be available to such a bidder.

4.In view of the above,

a. The bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.

b. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:

- MSE bidder (MSEs-2012)
- Class-I Local Supplier (MII-2017)

5.In case the bidder has not declared his status as to whether he is an MSE Bidder or Class-I Local Supplier during bid submission, then he will be considered as non MII-2017 compliant bidder and evaluated accordingly. No further correspondence will be made in this regard.

Examples of Purchase Preference:

a. Non divisible item

L1 bidder is neither MSE nor Class-I Local Supplier

L2 bidder is Class-I Local Supplier (within L1 + 20%)

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

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

b. Divisible item

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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.

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Annexure - H

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:
S1	Particulars	Details
No		√(Please Tick)
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)	 □ Micro □ Small Scale □ Start-up Company □ Class-I Local Supplier □ 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)	 □ Manufacturer for supply items □ Service Provider for services □ Trader/dealer/reseller/distributo r/ authorized agent □ 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)	 ☐ Yes ☐ No If yes, whether ☐ SC ☐ 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)	□ Yes □ No
6	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)	 No Yes If yes, whether RXIL □ A-Treds □ M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.
7	Has your firm/organization registered your	□ Voc

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Sl	Particulars		Details
No			√(Please Tick)
	items/services in Government e-Marketplace		No
	(GeM)		
8	In case you are both a valid MSE bidder and		MSE
	Class-I Local Supplier (Make in India Policy),		Class-I Local Supplier
	please give your preference. (Please tick any		
	one)		
9	In case you are claiming benefits under Make		Yes, Local Content%
	in India Policy, whether you are meeting the		Not applicable for this tender
	minimum local content as mentioned in the		
	tender document/ concerned Ministry		
	guidelines/Policy.		

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.

I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.

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

- **01.** 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.
- **02.** SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

B. Categorization of Start-up Companies

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

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

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

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

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- 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, ou offer will be liable for rejection /cancellation of order/subjected to appropriate actions as petender Terms & Conditions.
Authorized Signatory
(With Company Seal & Signature)

Annexure-l

GST Registration details

GSTIN / UIN			
PAN			
NAME OF THE SUPPLIER (as per PAN / Legal Name of Business)			
TRADE NAME (as per GST certificate)			
ADDRESS			
STATE			
COUNTRY			
PINCODE			
Constitution of Business			
Taxpayer Type	i) REGULAR ii) COMPOSITIO iii) CONSUMER iv) UNREGISTER		
PARTY TYPE	i) DEEMED EXPORT ii) SEZ iii) NOT APPLICABLE (N.A)		
Is an e-COMMERCE OPERATOR (YES / NO)	YES / NO		
ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %
1.		,	
2.			

(Authorized Signatory of the bidder firm with date) (Seal)

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ANNEXURE J

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

(Name of the Bank and Address of the issuing branch	Date:
Name and Address of the Beneficiary: Bharatiya Reserve Bank Note Mudran Private Limited P.O. RBNML - 721132, Salboni,	
Dist. Paschim Medinipur, West Bengal	
Name / Number of Tender/Contract:	
Performance Bank Guarantee No. :	
Performance Bank Guarantee Value:	
Performance Bank Guarantee Validity:	
WHEREAS , (" <i>Bidder</i> "), the wl	nolly owned subsidiary of our constituent
("Holding Company") has submitted its of	2
bearing no dated for supply of _	
'successful bidder'. Subsequently, you have issued a	
dated to the Bidder.	ietter or engagement rearing no.
WHEREAS, we have been informed that it has been that the holding Company of the Bidder, shall furn 'Financial Support' to the Bidder; and (ii) an unco ("Guarantee") by a Scheduled Commercial Bank red Company for compliance by the Bidder of its obl between yourselves and the Bidder for supply of	nish you with (i) an undertaking to provide onditional and irrevocable Bank Guarantee cognized by you as security by the Holding igations under the contract to be executed
AND WHEREAS , pursuant to the undertaking bearing by the Holding Company, the Holding Company which we have agreed to, as below:-	
NOW THEREFORE, we affirm that, we, as the guundertake to indemnify you on behalf of the Biddedemur, cavil or argument up to a sum of written demand declaring the Bidder to be in default	er and the Holding Company, without any /- (Rupees Only) upon your first

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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 "K"

ON THE LETTER HEAD OF THE HOLDING COMPANY
Ref. :
Date:
Го,
The General Manager Bharatiya Reserve Bank Note Mudran Private Limited P.O. RBNML - 721132, Salboni, Dist. Paschim Medinipur, West Bengal
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>i.e. Annual Return</i>) filed by us and the Bidder for the latest financial year; 3. Copy of our Permanent Account Number Card;

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- 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.

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ANNEXURE "L"

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

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

Sr. No.	Financial Year	Annual Turnover (Rs.)	Net worth (+/-) (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2017-18				
b.	2018-19				
c.	2019-20				
Avg.	Annual				
Turn	over				
Requ	ired Averag	ge Annual Turnover ≥			
Rs.0.7	75 Lakh				

No	te	(i	f	ar	ıy	7)	: .														•				 			•													• •	 • •	•

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

(During last seven years ending 31.05.2021)

SLN o	Descriptio n of Work	Location of Work	Client Address and contact details including email	P.O. No. & dated	Quantity of Contract awarded	Period of Contract (From – To date)	Date of Completion	Quantity of Contract Completed	Remarks
a.									
b.									
C.									
				Total:					

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Note:

- (a) Experience copies as per qualification criteria of section IX to be enclosed.
- (b) Orders completed earlier than the period indicated in Bid Evaluation Criteria need not be indicated here.
- (c) List of Purchase Orders, not as per qualifying criteria indicated in Bid Evaluation Criteria need not be indicated here.
- (d) Non-submission or incomplete submission of documents may lead to rejection of offer.
- (e) Use separate sheet if required.

(Authorised Signatory of the bidder firm with date)

(Seal)

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

- a) Annexure-A [not been blacklisted / debarred and confidentiality statement]
- b) Annexure-I "GST Registration details"
- c) Annexure-B "NEFT Mandate form"
- d) Annexure-C "Bid Security Declaration in lieu of EMD"
- **e)** 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-H (if applicable).
- **f)** Filled in Section VII: Compliance statement Technical & Commercial.
- **g)** Filled in Section XII: Questionnaire.

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

(Authorised Signatory of the bidder firm with date)

(Seal)

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ANNEXURE - M

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that we M/s	shall fulfill the Security
Deposit formalities as per NIT on becoming L1.	
For & on behalf of	
(Seal & signature)	
(Name and designation)	
Duly authorized to sign tender for and on behalf of	

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ANNEXURE - N

PROFORMA OF SERVICE LEVEL AGREEMENT (SLA)

(To be executed on non-judicial Stamp Paper)

a) Purpose of this agreement

The purpose of this SLA is to clearly define the levels of service to be provided by the contractor to the BRBNMPL SALBONI for the duration of this contract or until modified by amendment in this SLA with mutual agreement.

This service level agreement sets out what levels of availability and support to the client is guaranteed and also explains what penalties will be applied to the contractor if it fails to meet the desired levels.

The SLA forms an important part of the contract between the client and the contractor. It aims to enable the two parties to work effectively.

NOW THEREFORE THIS DEED WITNESSE WITH AS UNDER:-

Section - I: Definitions

The terms used in the agreement will be defined in this section

XXXXX

Section - II: Terms of the Contract

1.The contract shall be effective from XX/XX/2021 and shall ordinarily remain in force for a period of 8 years (3 years Warranty/ Defect Liability Period and 5 years CAMC). The Company reserves the right to terminate the contract by giving one month notice without assigning any reason. However, BRBNMPL reserves the right to terminate the contract at any point of time without any financial compensation and/ or assigning any reason thereof upon unsatisfactory performance or noncompliance with BRBNMPL rules and regulations as per details mentioned in Terms and Termination agreement.

- 2.Extension: On expiry of the Contract Period, this Contract may be extended for further period of two years on mutually agreeable terms.
- 3.Unless otherwise provided in the Agreement herein or any subsequent amendment of the Agreement, the engagement of the Service Provider under this Agreement concludes upon the completion of Contract Period.
- 4.The Service Provider must strictly adhere to the delivery dates or lead times and Service Levels (defined in Schedule-II) identified in this Agreement. Failure to meet these delivery dates or the desired Service Levels, unless it is due to reasons entirely attributable to the Company, shall constitute a material breach of the Service Provider's performance obligations under this Agreement.
- 5.If the Service Provider fails to remedy the defect within reasonable period or does not provide support as per the terms of this Agreement, the Company may invoke the performance guarantee and/ or proceed to take reasonable remedial actions as may be necessary including but not limited the imposition of Liquidated Damages/Penalties, refund of amount paid by the Company, and any other remedy as provided for in this Agreement or under the Law.
- 6.The vendor shall not sub-contract the Warranty/DLP FMS service and COMPREHENSIVE MAINTENANCE CONTRACT to any organization, person, firm or its franchisee without the prior approval of BRBNMPL. If, at any time, it comes to the notice of BRBNMPL that such sub-letting has been done, BRBNMPL at its discretion may terminate the contract without referring the matter further to the vendor. BRBNMPL will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.
- 7.BRBNMPL reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor,
- 8. has been caused to equipment covered by the Warranty/DLP AND COMPREHENSIVE MAINTENANCE CONTRACT or to any property of BRBNMPL even if it is not covered under Warranty/DLP AND COMPREHENSIVE MAINTENANCE CONTRACT.
- 9.For the items covered under Warranty/ DLP and COMPREHENSIVE MAINTENANCE CONTRACT, the vendor shall repair/ replace parts only at BRBNMPL, Salboni site. If the fault is of serious nature and requires the support of the Repair Centre of the vendor, thereby necessitating shifting of the equipment, the vendor shall arrange to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the BRBNMPL.
- 10.**Independent Contractor:** Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Company and Service Provider. The Service Provider, in furnishing services to the Company hereunder, is acting only as an

independent Contractor. Service Provider does not undertake by this Agreement or otherwise to perform any obligation of the Company, whether regulatory or Contractual, or to assume any responsibility for the Company's business or operations. The parties agree that, to the fullest extent permitted by applicable law; The Service Provider has not, and is not, assuming any duty or obligation that the Company may owe to its customers or any other person. The Service Provider shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc.

- 11.Concerning Employees: Personnel / staff / manpower / Agents / Contractors / suppliers engaged by either party will be deemed employees of such party and will not for any purpose whatsoever be considered employees or Agents of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability benefits, and the like.
- 12.Non-Solicitation of Personnel: During the term of this Agreement neither party shall solicit for employment or hire any employee who is currently involved in the performance of this Agreement or for a period of twelve months following closure/ termination of the Contract.
- 13. Assignment: Neither this Agreement nor any rights granted under this Agreement may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Service Provider, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Company.
- 14. Applicable Law; Severability: This Agreement shall be governed in accordance with the laws of India and will be subject to the exclusive jurisdiction of Courts in Kolkata, West Bengal. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.
- 15. Amendment and Waiver: No provision of this Agreement may be amended, modified or waived unless such amendment or waiver is in writing and signed, by both parties or the Party waiving their right as the case may be. No delay or failure of any Party in exercising any right, power or privilege hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 16. Survival and Severability: Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of this Agreement. The invalidity or un-enforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision,

- in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 17.Indemnity: Each party shall indemnify and hold harmless the other (Indemnified Party) from and against any loss, cost, damages and expense (including but not limited to attorneys' fees) incurred by the Indemnified Party relating to any claims arising out of or in any way relating to the Services or this Agreement. Provided that the Service Provider shall indemnify the Company, and shall always keep indemnified and hold the Company, its employees, personnel, officers and directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:
 - 16.1 The Company's authorized/ bonafide use of the deliverables and/or the Services;
 - 16.2 an act or omission of the Service Provider, its employees, Agents or Sub-Contractors in the performance of the obligations under this Agreement;
 - 16.3 breach of the terms of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
 - 16.4 Any or all deliverables and/or Services infringing any patent, trademarks, copyrights or such other intellectual property rights. This provision shall survive the termination of this Agreement for any reason.

17.Performance Bank Guarantee

- 17.1 The Service Provider shall at his own expense deposit with BRBNMPL, Salboni, within Twenty one 21 Days of the date of Notification of Award, a Performance Bank Guarantee from a scheduled commercial bank, as per format issued by the Company, for an amount equivalent to ten percentage (10%) of the total all-inclusive Contract value (period of Contract), for the due performance and fulfilment of the Contract by the Service Provider.
- 17.2 Without prejudice to the other rights of the Company under this Contract, the proceeds of the Performance Security shall be payable to Company as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract. Company shall notify the Service Provider in writing of the invocation of its right to receive such compensation, indicating the Contractual obligation(s) for which the Service Provider is in default.
- 17.3 The performance bank guarantee shall be denominated in the currency of the Contract (Indian Rupee Only) and shall be by Bank guarantee or Cheque form acceptable to Company. In case of Bank Guarantee the validity shall be 60 days over and above contract period, with claim period extended to another 30 days.

17.4 The performance bank guarantee will be valid till the end of the Contract Period with claim period of three months from the end of Contract Period.

18. Force Majeure

- 18.1 The Service Provider shall not be liable to the Company if, and to the extent, that the undertaking or performance or of any of its activities, duties, obligations or functions under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the Service Provider's reasonable control, including without limitation, war, acts of war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God or of public enemy or other epidemics, fire, flood, obstruction of navigation by ice of Port of dispatch, acts of Government of India in their sovereign capacity. However, this does not include Service Provider's default or negligence or carelessness or failure to assess the reasonable consequences of an act on the part of the Service Provider, resulting in such a situation.
- 18.2 Force Majeure shall also apply to the Company.
- 18.3 The Service Provider, claiming an event of force majeure, shall promptly notify the Company immediately of such delay or failure in performance, the reason there for, the expected duration thereof, and its anticipated effect and also keep the Company informed of the further developments. The Service Provider shall use its best efforts to remedy such a cause of non-performance. Unless otherwise directed by the Company in writing, the Service Provider affected by force majeure shall continue to perform the obligations under this Agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof. Provided further, that if the Company can make reasonable arrangements for safety and access, the Service Provider or his representatives are required to cooperate with the Company, failing such cooperation the protection of above clause will not be available. As soon as the cause of force majeure has been removed, the Service Provider shall notify the Company in writing and resume the affected activity without delay. The period of suspension of work shall also be excluded while computing the validity period of this Agreement of 10 years.
- 18.4 If the Force Majeure event continues beyond a period of ninety (90) Days, such that the continuance of the Agreement in its present form is to the prejudice of both or any one of the Parties, the Parties shall together, review whether this Agreement between them shall continue, be modified or be mutually terminated Day forthwith. If a Party who is prejudiced as above requests for a reasonable modification of this Agreement, such reasonable modification shall not be unreasonably denied by the other Party.
- 19.**Headings:** The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the Agreement.
- 20.Both parties hereby agree that: Except as may be expressly permitted by this Agreement, neither party

- shall use or publicize each other's name, trademark, service mark or logo in connection with the Services, without the prior written consent of the other party. Such written consent may be subject to certain conditions which shall be imposed as per the discretion of the consenting party.
- 21. Statutory and Regulatory Requirements: In the execution of this Agreement, the Service Provider must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to Government of India, State governments, local administration bodies and municipal corporations, Central Vigilance Commission, and, judicial courts in India. In the event of any failure or omission to do so, the Service Provider shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/ officers/ staff/ personnel/ representatives/ Agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.
- 22. **Publicity:** Any publicity by the Service Provider in which the name of the Company is to be used should be done only with the explicit written permission of the Company. Photography is prohibited within the Company's premises and the Service Provider and his representatives may not do so without prior written permission.
- 23.**Information ownership:** All information processed, stored in, or transmitted by the Service Provider's equipment (installed at site) shall belong to the Company. By having the responsibility to maintain the equipment, the Service Provider does not acquire implicit access rights to the information or rights to redistribute the information. The Service Provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

24. Sensitive Information

- 24.1 Any information considered sensitive must be protected by Service Provider from unauthorized disclosure, modification or access.
- 24.2 Types of sensitive information that will be found on Company systems (that includes but not limited to Technical information on machines, processes, design, data etc.), which the Service Provider may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, security, pending cases, civil and criminal investigations, etc.

25. Privacy and security safeguards

25.1 The Service Provider shall not publish or disclose in any manner, without the Company's prior written consent, the details of any privacy and security safeguards designed, developed, or implemented by the Service Provider or existing at BRBNMPL, Salboni. The Service Provider will have to develop procedures and implementation plans to ensure that IP CCTV system resources leaving the control of

the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application Software. The Service Provider will have to also ensure that all Sub-Contractors who are involved in providing such privacy and security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any privacy and security safeguards designed, developed, or implemented by the Service Provider or existing at Company location.

26.**Guarantees** Service Provider hereby guarantees that the Software/ Hardware and allied components used to service the Company are licensed and legally approved etc. All Software must be supplied with their original and complete printed documentation.

27.Resolution of Disputes

- 27.1 The Company and Service Provider will have to make every effort to resolve amicably, by direct informal negotiation between the respective Project managers of the Company and Service Provider, any disagreement or dispute arising between them under or in connection with the Agreement.
- 27.2 If the Company Project manager and Service Provider Project manager are unable to resolve the dispute after thirty Days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Company respectively.
- 27.3 If after thirty Days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Company, the Company and the Service Provider have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- 27.4 The Service Provider must carry out all activities related to the Contract during the formal arbitration proceedings unless otherwise directed in writing by the Company unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in this Contract, no payment due or payable by the Company, to the Service Provider shall be withheld on account of the on-going arbitration proceedings, unless a dispute or one of the dispute that is to be resolved by the said arbitration proceedings is directly related to such payment due or payable by the Company.
- All questions, claims, disputes or differences arising under and out of, or in connection with the Agreement or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the

- number of arbitrators shall be three, with the Company and the Service Provider being entitled to appoint one arbitrator each. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The award of the arbitrator tribunal shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata, West Bengal.
- 27.6 If a notice has to be sent to either of the parties following the signing of the Agreement, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on
 - 27.6.1The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
 - 27.6.2The expiry of five Days after posting if sent by registered post with A.D., or
 - 27.6.3The business date of receipt, if sent by courier.
- 27.7 This Agreement shall be governed and construed in accordance with the laws of India. Notwithstanding anything contained in Clause 27.5 above, the courts of Kolkata, West Bengal alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.
- 27.8 Notwithstanding the above, the Company shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

28.Exit option and Contract re-negotiation

- 28.10.In addition to the cancellation of the Agreement, and any other remedy or right provided for under the Contract and in law, the Company reserves the right to appropriate the damages partly or fully through encashment of the Performance Guarantee given by Service Provider.
- 28.11. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Service Provider will be expected to continue the services and the Company will continue to pay for all products and services that are accepted by it. The Company shall have the sole and absolute discretion to decide whether proper transition mechanism has been complied with.
- 28.12.The Company and Service Provider shall together prepare the Transition Plan. However, the Company shall have the sole decision to ascertain whether such Plan has been complied with.
- 28.13. Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Service Provider to the Company or its designee to ensure smooth handover and transitioning of deliverables, required to be otherwise performed by the Service Provider.

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- 29. Corrupt and fraudulent practice Service Provider shall comply with the requisite requirements under the directives issued by the Central Vigilance Commission from time to time and observe highest standards of ethics and co-operate with the Company in achieving the same.
- 30. Violation of terms The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or for enforcing the performance of the covenants, obligations and representations contained in this document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs, right for damages and penalty as provided for in this Agreement.

31. Specific Representations of the Service Provider

- 31.10.The Service Provider represents to the Company that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this Agreement. The Service Provider represents that all Software or Hardware to be supplied/ provided in terms of this Agreement shall meet the proposed solution requirements.
- 31.11.All terms and conditions, payments schedules, time frame for implementation, expected Service Levels as per this Agreement will remain unchanged unless explicitly communicated by the Company in writing to the Service Provider. The Company Shall not be responsible for any judgments made by the Service Provider with respect to any aspect of the Project. The Service Provider shall at no point be entitled to excuse themselves from any claims by the Company whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected Service Levels, time frame for implementation etc. as mentioned in this Agreement.
- 31.12. The Service Provider covenants and represents with the Company as follows:
- 31.12.1.It is duly incorporated, validly existing and in good standing under as per the laws of the state in which it is incorporated;
- 31.12.2.It has the corporate power and authority to enter into Agreements and perform its obligations herein.

 The execution, delivery and performance of terms and conditions under Agreements by it and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on its part is necessary to authorize the execution, delivery and performance under this Agreement;
- 31.12.3.The execution, delivery and performance under this Agreement by the Service Provider; (A) will not violate or contravene any provision of its documents of incorporation; (B) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or

authority by which it is bound or by which any of its properties or assets are bound; (C) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; (D) to the best of its knowledge, after reasonable investigation, the Company represents that no representation or warranty by it in this Agreement, and no document furnished or to be furnished to the Company, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which the statements were made, not misleading. The Company further represents that there have been no events or transactions, or facts or information which have come to, or upon reasonable diligence, should have come to its attention and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- 32. Stamp Duty The stamp duty on this Agreement, as applicable, shall be borne and paid solely by the Service Provider. The Service Provider further indemnifies and keeps indemnified the Company and their directors and employees from all claims, actions, losses and damages suffered by the Company on account of the Service Provider not paying adequate stamp duty on this Agreement and/ or any demand of deficit stamp duty, interest thereon or penalty levied by the concerned authorities upon the Company. Additionally, in the event of any demand for payment of stamp duty on this Agreement, by any governmental agency or any person having authority under law to so demand, then the Service Provider shall promptly pay such stamp duty along with any fines, penalties or levies imposed by such governmental agency or such person and shall keep the Company indemnified against any such claims and demands.
- 33.Entire Agreement This Agreement together with the Service Provider Response constitutes the entire understanding between the Parties with respect to the subject matter hereof. If there is a conflict between the terms of this Agreement and other the other provisions of the Contract, the terms of this Agreement shall prevail; however, if there is a provision, obligation or a condition which is not included hereunder, such provision, obligation or condition shall be deemed to be incorporated in this Agreement to the extent that such provision obligation or condition is consistent herewith.
- 34.**Survival**: Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

Section - III: Fee and Payments Terms

1. Payment terms during Warranty / CAMC:

- a) The contract price includes Warranty cost hence no separate payment during warranty period shall be made.
- b)The Contract Price shall be fixed; firm and binding not subject to any escalation whatsoever on any account till the completion of the CAMC period. However, any revision in GST or applicable taxes will be paid at prevailing rates, subject to submission of documentary proof thereof.

Overall Cost Outlay

- a. The Company agrees to pay to the Service Provider, on the terms as agreed by the Company, the said amount as set forth in Schedule-III written hereunder and annexed hereto, upon receipt of invoices from the Service Provider, on completion of agreed services.
- b.The costs are fixed for the entire Contract Period and the Company reserves the right to renew / review the Contract with the Service Provider on an annual basis. No price variation is allowed.
- c. The fees payable by the Company to the Service Provider shall be inclusive of all costs such as insurance, VAT, Service tax, custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and the Company shall pay the fees due under this Agreement after deducting any tax deductible at source ("TDS"), as applicable.
- d.In case of any variation (upward or down ward) in Government levies/ taxes/ cess/ excise/ service tax / custom duty etc. that have been included as part of the price, such additional cost will not be borne by the Service Provider and the Company will be liable for the same entirely. Variation would also include the introduction of any new tax/ cess/ excise, etc.
- e. Terms of payment indicated in this Contract will be final and binding on the Service Provider and no interest will be payable by Company on outstanding amounts under any circumstances.
- f. It is agreed between the Parties that the Company shall not be responsible for any omission / exclusions made by the Service Provider either in terms of prices, quantities, line items etc. for performing the work under the scope and objective of the Contract, including Service Level Agreement as defined in Schedule-II. The Company will not bear any additional cost for the Service Provider's omission / exclusions in their proposal. Additionally, the Company shall not be responsible for any assumptions made by the Service Provider other than as agreed in this Agreement. In no event will the Company bear any additional cost for assumptions made by the Service Provider other than as agreed in this Agreement.
- g. The Service Provider may suggest upgrading installed Hardware and Software or Third Party Software at the Company, for increased performance level, wherever necessary. The Company upon examination may accept to upgrade such components and such upgrade costs would be entirely borne by the Company.

h.The Company retains the right to amend the Service Level Agreement as provided for in Schedule-II of

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this Agreement during the Contract Period on mutually agreeable terms and conditions. This Agreement would then refer to the revised SLA wherever applicable.

c)Payment Terms

- a. The Contractor shall submit the bills / invoices on a quarterly basis (Quarter ending June, September, December and March), for the work done during the particular quarter, addressed to the General Manager, Salboni. License fee renewals, back to back OEM support proof shall be presented with 1st quarter bill or on demand. Such bill, being verified, scrutinized and accepted, shall be paid by the respective BRBNMPL offices, after deducting liquidated damages, if any, as provided in this contract.
- b.Charges for all the services shall be payable as per Schedule-III in the agreement for the various types of severity levels S1, S2 and S3 after adjusting for liquidated damages calculated as per the methodology adopted herein under.
- c. Any objection / dispute to the amounts invoiced in the bill shall be raised by the Company within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Company will make payment within thirty (30) working Days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Contract Period are inclusive of Contract value and the Service Provider shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., other than the "Agreed Contract value".
- d.All such fees and payments required to be made by the Company under this Agreement shall be made in Indian Rupees. Payments shall be deemed to have been received by the Service Provider when the funds in respect of such payments are made available by way of direct credit (RTGS or other e-payment modes) to Company account(s) of the Service Provider as may be specified by it to the Company. Cheque, demand draft or such other mode of payment mutually acceptable may be resorted to in case of exigencies to be decided by the Company.

Section - IV: Limitation of Liability

- 1. Contractor's liability for damages under this Contract shall be limited to the total value of contract except for property loss suffered by the Company due to negligence attributable on the part of Contractor, their agents or their employees.
- 2.The Service Provider is liable in case of claims against the Company resulting from Wilful Misconduct or Gross Negligence of the Service Provider, its employees or Sub-Contractors or from infringement of any third party patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations. The Company shall inform the Service Provider of all known breaches and claims of indemnification and the Service Provider shall be required, at the Service Provider's expense to

remedy the breaches or defend, manage, negotiate or settle such claims. The written demand by the Company as to the loss/ damages mentioned above shall be based on the actual amount of such loss/ damages caused to the Company including but not limited to all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs.

- 3.The Service Provider will defend or settle any claim for IPR infringement, indemnity or any claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees or Sub-Contractors.
- 4. Third Party(s) in the above clause are the parties excluding the Sub-Contractors of the Service Provider in this Agreement.

Section - V: Confidentiality

1.Except as otherwise expressly provided in this Agreement, no party receiving Confidential Information, as defined below, in connection with the provision of the Services stated in this Agreement shall disclose such Confidential Information to a third party or use it for any purpose other than in connection with this Contract.

'Confidential Information' means all information in which a party has rights that is not generally known to the public and that under all circumstances should reasonably be treated as confidential or proprietary, in case where such material is specifically marked as confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, at the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) is independently developed by the receiving party without reference to the Confidential Information; or (iii) is subsequently learned from a third party not known by the receiving party to be subject to an obligation of confidentiality with respect to the information disclosed. The confidentiality clause shall survive the termination of the Agreement and will continue in full force and effect forever.

- 2.Exceptions: Nothing in this Agreement shall limit the right of a party in possession of the Confidential Information of the other to disclose such Confidential Information, and such party shall have no liability for such disclosure, if such disclosure is: (i) required to be disclosed pursuant to law, regulation, statutory obligation, government authority, duly authorized court order whereupon the disclosing party, where reasonably possible, will provide notice to the other party prior to such disclosure; (ii) required to be disclosed to a court or other tribunal in connection with the enforcement of such party's rights under this Agreement; or (iii) is approved for disclosure by the prior written consent of the other party
- 3.**Conflict of Interest:** Subject to confidentiality restrictions set forth herein, the Service Provider and its affiliates shall have the right to render similar services to any third parties, even if such parties are in competition with the Company, provided that in the event the Company has given the Service Provider

- prior notice of a potential conflict, the Service Provider shall either obtain a waiver from the Company or in the absence of such waiver (which should not be unreasonably withheld or delayed), refrain from rendering similar services in a manner which would create a conflict with respect to such circumstances.
- 4.Company Property: All data or information supplied by the Company to the Service Provider in connection with the services being provided by Service Provider ('the Services and Software ') shall remain the property of the Company or its licensors. All deliverables to the extent prepared by Service Provider hereunder for delivery to the Company ('the Deliverables') shall be the property of the Company and the Service Provider shall grant to the Company a worldwide, non-exclusive, fully paid, royalty-free license to perpetually use, display, execute, reproduce, and distribute copies of the Deliverables for its internal use only, to the extent necessary for the intended use of the Deliverables. Except as otherwise provided herein above, if the Service Provider discloses any data or information to any unauthorized party the Service Provider agrees to indemnify and hold harmless the Company against all claims causes of action, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) resulting from such disclosure.
- 5.In maintaining confidentiality hereunder the Service Provider receiving the Confidential Information and materials warrants that it shall:
- 5.1. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own Confidential Information and such degree of care shall be at least that which is reasonably expected from a prudent person.
- 5.2.Keep the Confidential Information and materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- 5.3.Limit access to such Confidential Information and materials to those of its directors, partners, advisers, Agents or employees of the Service Provider or third party Service Providers with whom the Service Provider has formed a Consortium with for this Project, who are directly involved in the consideration/evaluation/implementation of the Confidential Information and bind each of its directors, partners, advisers, Agents or employees so involved to protect the Confidential Information and materials; and
- 5.4.Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Company of such disclosure in writing and immediately return to the Company all such Information and materials, in whatsoever form, including any and all copies thereof.
- 5.5. The Service Provider shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information mentioned in this Agreement are fully adhered to.
 - 6. The Service Provider shall, on receipt of a written demand from the Company or upon the completion of

Agreement,

- 6.1.Immediately return all written or electronic Confidential Information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Service Provider's possession or under its custody and control;
- 6.2.To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Company;
- 6.3.So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Company or its Projects from any computer, server or other device in its possession or under its custody and control; and
- 6.4. Notwithstanding anything contrary contained in this Agreement the Service Provider may retain such documents/working papers related to the Project (that may contain Confidential Information) which is necessary to support any advice, report or opinion that it may provide pursuant to this Agreement, on getting prior approval of the Company.
 - 7. The restrictions in the preceding sections shall not apply to:
- 7.1. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Service Provider contrary to the terms of this Agreement); or
- 7.2. Any disclosure required by law or by any court of competent jurisdiction, or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Service Provider shall promptly notify the Company of such requirement with a view to providing the Company an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

Section - VI: Term and Termination

- 1. These terms are valid for the Contract Period and from the date of execution of this Agreement and unless otherwise provided in the Agreement herein or by subsequent mutually agreed changes, this Agreement will be in force until the Period of Contract is completed.
- 2.**Termination by Notice:** The Company may terminate this Agreement by providing fifteen (15) Days written notice to the Service Provider in the event the Service Provider commits a material breach of the terms or conditions as defined in Schedule-I of this Agreement and/or fails to honour, observe, perform or undertake any of its obligations under this Agreement and such breach or failure continues for thirty (30) Days after receipt of a written notice from the Company. The Company may also terminate the

- Agreement by providing forty five (45) Days written notice if the amount of aggregate calculated penalties / Liquidated Damages reaches 10% of the Total Contract value.
- 3.Service Provider will be entitled to terminate the Agreement if the Company materially breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) working Days after Service Provider gives written notice.
- 4. Neither the Service Provider nor the Company can terminate this Agreement for convenience. Provided however that this Agreement shall be deemed to have been terminated by either the Company or the Service Provider one Day prior to the happening of the following events or defaults with respect to the Company or the Service Provider:
- 4.1.the other party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- 4.2.a liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other party and such appointment continues for a period of 21 Days;
- 4.3.the other party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other party; or
- 4.4. The other party becomes the subject of a court order or an order of the National Company Law Tribunal as the case may be for its winding up.

Section - VII: Documents forming part of this Agreement

The following documents forms part of this Agreement.

- 1.Tender No. BNM No.: /(S) 07.07.04/2021-22 dated XX /XX/ 2021
- 2. Service Provider's Responses in connection with the above tender.
- 3. Service Provider's Back-to-Back agreements with Original Equipment Manufacturers (OEMs).
- 4.WO issued by BRBNMPL vide BNM No.XX/XXXXXX/2021-22 dated XX/XX/2021.
- 5. Contract Agreement: No. XX/XXXXXX/2021-22 dated XX/XX/2021
- 6.Bank Guarantee for Performance Security [as per Section-XV of the tender]
- 7. Any subsequent amendments issued in respect of this contract.

Schedule - I: Scope of Work

A) Description of services provided

SAL/FF/MMD/PUR/08

Warranty Support and Comprehensive Annual Maintenance Contact (CAMC) for IP CCTV System for Plant and Township at BRBNMPL, Salboni

B) Scope of Work: The scope of work includes

- i) Periodic / preventive maintenance as per schedule-III approved by BRBNMPL.
- ii) Attending to minor and major breakdowns.
- iii) Attending to all software (OS & Application) related problems.
- iv) Up-gradation of any software to maintain the system operational.
- v) Completion of backup video recordings in SAN storage shall be monitored.
- vi) Periodic reporting of equipment status to BRBNMPL.
- vii) Periodic cleaning of all cameras, servers, field switches, client stations, display monitors and other accessories or as and when required.
- viii) All necessary tools and tackles, instruments, labour etc. are to be arranged by the contractor at their own cost and risk.
- ix) Any other works as per the instruction of BRBNMPL Officer in- charge for smooth operation of CCTV security surveillance system.
- x) As per the SLA mentioned bidder shall have back to back service agreement with the OEM for Servers, Switches, SAN storage, application software and operating software support during warranty and CAMC period.
- xi) The existing hardware/software/OFC used for designing the new IP based CCTV system if so.
- xii) If during contract period of 8 years if the hardware/software out of support or not available equivalent or better software/hardware needs to be provided by the service provider to ensure the system functions as per requirements in tender.

The Contractor shall provide the following services during the subsistence of the contract. It is to be noted that this is not an exhaustive list, but only an indicative one. Should any eventuality arise, even beyond the scenarios listed above, it is contingent on the Service Provider to support the Company in resolving the situation satisfactorily as part of standard service management responsibility

1. Comprehensive Maintenance and Support

- 1.1.The Comprehensive Maintenance Contract part of this agreement covers comprehensively all the services that are to be provided effectively to manage the IP CCTV System at BRBNMPL, Salboni as per Schedule-III of this agreement.
- 1.2.The Contractor shall rectify any defects, faults and failures in the equipment shall repair and replace any worn out defective parts of the equipment and configure with no additional cost to the Company. Also the Contractor shall re-install and configure all required software components and bring it back to the original working condition.
- 1.3.All the components of the equipment, excluding consumables, batteries and non-functional parts such as plastic casings and covers, shall be covered under this agreement. The Contractor shall submit list items / parts considered as consumables and non-functional parts of the IP CCTV system infrastructure covered under this agreement for our examination and acceptance. Such mutually agreed list will be referred in case of any dispute arising out on the functional parts of the equipment.
- 1.4.For the items covered under Software Warranty and COMPREHENSIVE MAINTENANCE

- CONTRACT, the Contractor is responsible for any installation, configuration, applying patches/upgrades, troubleshooting. Passive network components such as patch cords, information outlets and surge protectors, connectors are also covered under Warranty period / COMPREHENSIVE MAINTENANCE CONTRACT.
- 1.5.The items supplied and existing items (OFC backbone/ Switches/ servers) used for designing IP CCTV system shall be included during warranty with third party vendor as well as during CAMC under this CONTRACT.
- 1.6.The Contractor shall monitor and inform CCTV in-charge Officer before expiration on necessary certificate/document for Support Contract of Hardware and Software components like Server, Backup software etc., from respective OEM (Original Equipment Manufacturer) and initiate action to provide same during currency of contract free of cost (The bidder shall consider such costs).
- 1.7. During the contract period, in case of any failure of redundant component of Servers, Network devices etc., which does not necessarily immobilize the equipment/output and the equipment continuing under working condition, the defective component shall be rectified by the Contractor within a maximum period of 10 working days from the date of failure. Failure to do so will attract the liquidated damages as per table-02 & 03 hereinafter provided in the agreement.
- 1.8.During the period of contract, any stand-by provided by the Contractor shall be replaced with the original/new spare/equivalent configuration acceptable to the Company within a period of 30 days. Failure to do so will attract the liquidated damages as per table-02 & 03 hereinafter provided in the agreement.
- 1.9. During the contract period, any downtime required for our Servers, Operating Systems & Applications, Network components etc., for the purpose of troubleshooting shall be informed in advance and prior permission taken from the Company.
- 1.10.During the contract period, if the Contractor is unable to repair or replace the defective parts / spares of any items covered under Warranty / defect liability period and COMPREHENSIVE MAINTENANCE CONTRACT due to reasons like obsolete spares, obsolete model etc., the Contractor has to replace the relevant item with a branded equivalent or higher model acceptable to the Company.
- 1.11. The Contractor should provide support for the Hardware/software supported by appropriate back to back agreement. In case of any emergency requirement of spares outside service window of OEM for hardware/software, the Contractor should take up the issue to procure and replace the same.
- 1.12.If BRBNMPL at any time requires the Service Provider to do any work beyond that provided as per this agreement, the contractor will undertake to do such additional work on mutual agreement terms between the contractor and BRBNMPL at extra cost.

- **1.13.** Any major additions in the service deliverables due to any increase in the IP CCTV infrastructure, as a part of the expansion / up-gradation plan will be discussed in the future and **can be incorporated on tender terms within 3 years and on mutually agreeable terms after 3 years.**
- 1.14. The Service Provider shall maintain minimum onsite inventory / spares as per Schedule-IV
- 1.15.The Service Provider should arrange their own tools and tackels, cleaning solution, consumables etc. required for troubleshooting server, Storage, and other Hardware items.
- 1.16.The following is a list of potential emergency scenarios that the Service Provider will have to factor into the Services Catalogue:
- 1.16.1. Network outage and bringing it back up for impacted areas
- 1.16.2. Application interface failure resulting in users not being able to link to application
- 1.16.3. Application shut-down due to either application level or infrastructure layer failure
- 1.16.4. Backup recovery issue resulting in inability to recover
- 1.16.5. Failure or inability of Company to support part / total view and recording of CCTV footage.
- 1.16.6.Lack of technical apparatus at site to handle a particular exigency requirement
- 1.16.7.Systems suddenly running beyond optimal levels and close to peak loads due to a Hardware or Software glitch, or un-planned increase in network traffic
- 1.16.8.Cyber-attack on IP CCTV infrastructure, leading to Company having to take precautionary surveillance measures
- 1.16.9.Any additional short-term operational requirements that might come up resulting in demand for more Service Provider resources
- 1.17.The Service Provider shall communicate to the Company for resolution of any problems in achieving the required Service Levels, where such problems are the result of actions or inactions of third party suppliers selected by the Company.

	Escalation Matrix					
Level - 1	100% of the Rest		Project Manager of Service Provider and CCTV in- icer/ AGM of BRBNMPL, Salboni			
Level- 2	200% of the Restime	General	Regional Manager of Service Provider and Deputy f BRBNMPL, Salboni			
Leve - 3	300% of the Rest		Business Head of the Service Provider and General f BRBNMPL, Salboni			

1.18. The Service Provider shall communicate to the Company for resolution of any problems in achieving the required Service Levels, where such problems are the result of actions or inactions of third party suppliers selected by the Company.

Sl. No.	Components of Support Personal	Nos
1	Combined Skill set of Domain Administrator, OS, Backup, SAN Storage etc.,	1+1
2	Network Administrator	1+1
3	Technicians for attending day to day cameras, switches, cables	2+2

- 1.19.It is the responsibility of the contractor / resident engineer at site in each shift to generate / print the quarterly SLA report from the helpdesk tool / software and handover to the CCTV in-charge.
- 1.20.The CCTV in-charge officer after checking, scrutinizing the report will recommend for payment against the invoice / bill submitted, after deducting liquidated damages if any, as per the SLA commitments

2. Facility Management Services

The Contractor shall provide Facility Management Services which includes skill support like installation, configuration and troubleshooting for all CCTV infrastructure of BRBNMPL, Salboni. Also, the Contractor should provide first level skill support and all Facility Management services for items covered under warranty/Maintenance Contract with other vendors or for computer items supplied or used from existing system by the bidder. The services to be provided by the contractor are as listed hereinafter.

2.1.Help Desk Services

- 2.1.1.The Service Provider shall provide help desk management as enumerated below during business hours to manage, track and route requests for service to various technical teams and to assist end users and other relevant personnel in answering questions and resolving problems related desktop systems.
- 2.1.1.1.Log user calls and give them a trouble ticket
- 2.1.1.2. Assign severity level to each call;
- 2.1.1.3. Track each call to resolution;
- 2.1.1.4. Escalate the calls, to the CCTV in charge officer if necessary;
- 2.1.1.5.Record, cause and action taken on each call;
- 2.1.1.6.Generate call reports using Help Desk Tool deployed by the Contractor in PDF format.
- 2.1.1.7. Analyze the call statistics;
- 2.1.1.8. Calculation of downtime and liquidated damages as per SLA requirement using help desk tool to be

TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI.

T.E. No. 06/SAL/MMD-MAINT/2021-22

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deployed.

- 2.1.1.9. Record preventive maintenance calls in the tool;
 - 2.1.2.The Contractor shall provide the required Help Desk tool for tracking, log report analysis and call escalation including helpdesk software to meet the requirement of the Company.
 - 2.1.3.Regarding the Help Desk tool to be provided by the Contractor, it is the responsibility of the Contractor to ensure that the tool fulfills the requirement of the Company for call logging, call monitoring, calculation of uptime/downtime and generation MIS reports as per the requirements of this agreement.
 - 2.1.4.The Contractor shall take back their Helpdesk tool infrastructure after completion of the contract period. The Contractor shall maintain the Helpdesk infrastructure (Hardware and software) at his own cost.
 - 2.1.5.The BRBMPL users should be able to log calls online through the web based Help desk tool from the desktop PCs in Control room or utility office. Provision for logging calls through telephone and email should also be provided.
 - 2.1.6.For any downtime / non-availability of Help Desk Tool during the service window the liquidated damages shall be calculated as follows.
 - 2.1.7.However, during downtime, the Contractor has to submit required manually generated reports to the Company and enter all the calls in the helpdesk tool once it is operational.
 - 2.1.8.The call logged through help desk tool shall be considered as closed only after putting back the device into original working condition.
 - 2.1.9.The helpdesk tool / software system should generate quarterly consolidated report reflecting the Total call duration, uptime, downtime, resolution time, system availability etc., for each device to facilitate calculation of liquidated damages, if any as per the agreement.
- 2.1.10.Within two weeks from the date of commencement of this contract, the Contractor has to successfully deploy the 'Help Desk' Tool as per the requirements of this agreement.
- 2.1.11. The service provider should customize the reports as per the requirement of BRBNMPL in this regard.
- 2.1.12.The tools and the associated environment required for meeting comprehensively the scope of the tender with specific reference to meet the uptime guarantee and SLA parameters will be the responsibility of the Service Provider.
- 2.1.13.Help desk tool may be installed by the Service Provider centrally with desktop support team maintaining the software at salboni during working hours of the Company.
- 2.1.14.The Service Provider should have the facility to capture details of all help desk calls logged by the users and the action taken on the same. This should also include calls redirected to non-Service Provider support.
- 2.1.15. The Company shall provide the space required by the Service Provider for setting up the help desk tool.

The Service Provider shall be responsible for procurement and installation of all Hardware, Software and applications required for the operation of the help desk tool as described above.

2.2. Vendor Management Services- Servers, SAN storage, hardware and Softwares

- 2.2.1.During systems covered under warranty, the bidder shall have back to back vendor support agreement to fulfill the SLA requirements of BRBNMPL and the service engineers shall escalate the service call to the concerned vendor and take up necessary follow up activities for the same and also intimate the CCTV officials regarding the call details.
- 2.2.2.Maintaining database of the various Service Providers with details like contact person, telephone no, escalation matrix, response time and resolution time commitments.
- 2.2.3.Logging calls with Service Providers.
- 2.2.4. Coordinating with the Service Providers to get the problems resolved.
- 2.2.5.Resolving problems, if required.
- 2.2.6.Coordinating with Service Providers to ensure that the calls logged on them are resolved within the times stipulated.

2.3. Network, Server, Storage, software Management Services

- 2.3.1.Identifying network/Server/switch/storage/software faults and getting them resolved.
- 2.3.2.It is the responsibility of the Contractor to resolve any network/Server/switch/storage/software related problem if the on-site engineers could not resolve the problem and require a specialist help / high end support services in resolving the problem.
- 2.3.3. Configuration management of the network devices (router, switches, Firewall etc.).
- 2.3.4.Updating the documentation of the LAN/WAN setup when changes are made.
 - Performance monitoring and analysis of the network Parameters like utilization, errors etc. using the Network Management Software provided by the Company.

2.4.Backup Management Services- Servers/storage/switches- Image, OS and configuration as applicable

- 2.4.1.Proactive monitoring of mission critical servers, verifying the log file for server errors, failure analyses with respect to servers and other accessories.
- 2.4.2.Resolving server problems, like system hang, disk crashes, O.S upgrades and patches on regular basis whenever required.
- 2.4.3. Monitoring CPU utilization, disk space usage etc. vis-à-vis thresholds
- 2.4.4.Performing quarterly once, system performance tuning changing the system configuration.
- 2.4.5. Performing once a month security audit and scanning of all the servers.
- 2.4.6. Escalating unresolved problems to the principal / Project Manager of the Contractor for ensuring resolution.
- 2.4.7. Perform backup operations as per the defined backup strategy.

- 2.4.8. Maintain log sheets of backups taken.
- 2.4.9.Using the server management tools provided by the Company or native tools of the server, reports shall be generated within the overall capabilities of the tools used for monitoring.
- 2.4.10.The contractor shall provide all the services to the satisfaction of the company. In case any of the services including reports etc., rendered by him requires modification/rectification by the company, carry out the required modifications as per the requirement of the company. Failure to do so within the reasonable time shall amount to breach on his part and the company shall be free to initiate action as per the terms of this contract.
- 2.4.11.It is the responsibility of the Contractor to resolve any Server, OS or Backup related problem if the onsite engineers could not resolve the problem and require a specialist help / high end support services in resolving the problem.
- 2.4.12.The Service Provider shall provide back-up procedure and rotation policy as per BRBNMPL, IT policy.
- 2.4.13. The restoration procedure and bench activities shall be clearly laid down into a systematic procedure and flow charts.
- 2.4.14.The backup, bench testing of restorations for OS, configurations shall be carried out periodically as approved of BRBNMPL Officer incharge.
- 2.4.15.Restoration has to be carried out in a pre-approved restoration plan.

3. Deployment of Personnel

- 3.1 During the term of this Agreement, the substitution of key staff identified for the assignment hereunder by the Service Provider will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation of the Service Provider under this Contract. In such circumstances, the Service Provider can do so only with the concurrence of the Company by providing other staff of same level of qualifications and expertise. However, upon changing such personnel, the Contractor shall give sufficient notice to the Company in this regard before replacing such a team member.
- **3.2** If the Company is not satisfied with the substitution, the Service Provider and Company shall mutually discuss and arrive at an amicable plan for substitution. However, the Company reserves the right to insist that the Service Provider, replace any team member with another (with the qualifications and expertise as required by the Company) during the course of the Project.
- 3.3 The Contractor should deploy competent & qualified personnel for executing the contract. The personnel provided for executing the assignment should be qualified as per the requirement mentioned in this agreement. The Contractor should assign a qualified Project Manager for executing this contract and to lead the team and should be accessible at all times.

- 3.4 The Contractor should deploy the required manpower resources at the Company sites to carry out the required job and such personnel should be regular employee of the Contractor. The Contractor shall not sub-contract the contract to any organization, person, firm or its franchisee without the prior approval of the Company. If, at any time, it comes to the notice of the Company that such sub-letting has been done, the Company, at its discretion, may terminate the contract without referring the matter further to the Contractor. The Company will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Contractor or through other means.
- 3.5 The Contractor should deploy number of experienced and technical personnel as Resident Engineers at respective sites as required by the Company. Company will not be responsible for any expenses on any such employment of technical personnel or any other facilities for the above said personnel. The details of such assigned persons shall be informed to the Company in writing along with the police verification certificate. Such persons should suit the high security environment of the Company and should be persons of good conduct and character. This is also applicable for persons deputed on exigency / need basis.
- 3.6 Resident Engineers are dedicated personnel for salboni site, responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, SAN Storage, Servers, Active Network equipment such as L2,L3 Switches, Routers, should also be qualified enough to do first level diagnosis and troubleshooting the problems relating to standard software such as OS, Video Management Software, NVR software etc., should have formal training and experience of managing and troubleshooting the problems and backup / restoration using various tools, etc., should have a minimum of 3 years' experience in providing onsite technical support.
- **3.7** The Company is at liberty to interview, such personnel to verify the skills and capabilities of the persons to be deployed at the respective offices.
- 3.8 The contractor shall post the Resident Engineers to attend the execution of assignment after due verification of the antecedents of such personnel and shall provide certified introductory letters with photographs for the resident engineers deployed at BRBNMPL and this shall be addressed to the General Manager, BRBNMPL, Salboni.
- **3.9** The resident engineers should be made available within the premises of the BRBNMPL, Salboni as per the Service Window. The resident engineers will report to the Utility officer in-charge for CCTV.
- **3.10** The vendor and the resident engineers should strictly follow the security norms, rules and regulations and other instructions inside the press and township premises at Salboni.
- **3.11** The Contractor shall provide mobile phones to the resident engineers at their own cost, for communication at the Company's location (outside the Press). Mobile phones shall not be allowed

inside the Press.

- **3.12** All such resident engineers shall manage for themselves, shifting and installing of equipment covered under the Warranty AND CAMC and other allied activities.
- 3.13 Contractor shall take care of insurance coverage for its workmen/ resident engineers during the contract period in the Company. The workmen/ engineers or their legal heirs shall not be entitled to any claim from the Company under any circumstances.
- **3.14** If the Company desires replacement for any of the personnel deployed by the Contractor at any of the sites of the Company for whatsoever reason, it may give the notice of the same to the Contractor and the Contractor shall replace such personnel within two weeks to the satisfaction of the Company. Failure to do so will amount to a breach by the Contractor.
- **3.15** The Contractor has to provide the names of the persons in advance, whom they will be deploying as standby in case the resident engineer proceeding on leave. The Contractor should certify and take responsibility on the character and antecedents of the standby engineers to be deployed for temporary replacement.
- **3.16** Service Provider's personnel shall work closely with BRBNMPL's representatives and abide by directives issued by BRBNMPL that are consistent with the terms of the agreement. Service Provider is responsible for managing the activities of its employees and to ensure that they observe the rules and regulations of the Company while at the Company premises.
- **3.17** Neither the Service Provider nor its personnel shall during the term of this agreement engage in any business or professional activities which would conflict with the activities assigned to them under this agreement.
- **3.18** Nothing contained herein shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between BRBNMPL and the Service Provider's or any staff of the Service Provider's and the Service Provider will be liable to indemnify and hold harmless BRBNMPL against any such claim.
- **3.19** BRBNMPL shall not be liable to meet any costs arising from the replacement of the Service Provider's personnel who are engaged on the Contract.
- 3.20 The Service Provider are responsible for all acts and omissions of persons engaged by the Service Provider's whether or not in the course of performing the Services and for the health, safety and security of such persons and their property and the Service Provider shall indemnify and hold harmless BRBNMPL in respect of any claim (including legal costs incurred by BRBNMPL in defending such claim) made against BRBNMPL by such persons except where the loss, damage or claim arises out of the negligence of BRBNMPL or its employees.

3.21 Skill set Minimum requirement of the Administrator.

- 3.21.1 Should have a strong working knowledge IP based CCTV system, SAN Storage, Core Switches and Domain controllers, VMS, NVRs
- 3.21.2 Should have good working experience IP based CCTV System.
- 3.21.3 Should be strong in Coding and Review, have good Problem Solving and Analytical Skills.
- 3.21.4 Should have excellent communication, both written and oral and the ability to network.
- 3.21.5 Ability to successfully handle multiple tasks while under pressure.
- 3.21.6 Sound knowledge of the operating systems and application systems deployed.
- 3.21.7 Installation and configuration of VMS, DC etc.
- 3.21.8 Exposure & working knowledge on SAN area
- 3.21.9 Hardware troubleshooting & reconfiguration. (Software RAID, H/w RAID)
- 3.21.10 Strong knowledge on Clusters, File System and Net backup software is a prerequisite.
- 3.21.11 Work experience in Enterprise Backup technology.
- 3.21.12 Fine-tuning experience in IP CCTV system.
- 3.21.13 Patch installation and updating experience in live environment

4. Provision of services by the company

- 4.1. The following facilities will be provided by the company to the resident engineer.
 - 4.1.1. One PC, Shared Network Printer and Seating arrangement.
 - 4.1.2. Accommodation may be provided on chargeable basis (monthly rental, electricity charges etc.) to the resident engineers of Contractor within the township of the Company based on the request from the Contractor and subject to availability of quarters. The Resident Engineer shall adhere to the standard terms and conditions as set by the Company towards quarter allotment

5. Security Norms, Rules And Regulations:

- a) BRBNMPL is a security organization and the Govt. of West Bengal has declared the premise as a 'Prohibited Area', hence the contractor has to abide by all the security norms of the BRBNMPL. 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. The details shall be furnished in a specified format whenever called for.
- b) Any employee of the contractor, if found by the BRBNMPL 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 employee.
- c) The contractor has to abide by Non-disclosure clause by not revealing any secured information to any party not related to our CCTV system

6.Statutory Requirements:

The Vendor shall ensure compliance to all statutory obligations as applicable as per the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other relevant acts/ labour laws prevailing in the country. The Contractor shall be directly responsible to the authorities concerned for compliance of the provisions. The Contractor shall, by periodical substitution / rotation of manpower, indemnify BRBNMPL from any such claims in future or done to breach of any of the statutory requirements. The BRBNMPL, as a principal employer, shall enforce the provisions of these Acts. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the vendor, BRBNMPL would have the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

7. Responsibility of the Contractor

- 7.1.The Contractor shall be responsible for all damage to property and machines, etc., arising out of operations in connection with the agreement. The cost of repairing such damage may be recovered from the said security furnished by the Contractor or by deduction from the Contractor's bill or from any other monies of the Contractor available with the Company or in any other manner. The Contractor shall also indemnify the Company against any loss or damage caused by the negligence on the part of the Contractor and in particular
 - 7.1.1.In case of any damages caused by the Contractor to any of the hardware equipment owned by the Company, the Contractor has to bring it back to working condition by either replacing the required new spares or with brand new equipment to the entire satisfaction of the Company.
 - 7.1.2.In case of any damages caused by the Contractor to any of the software owned by the Company, the Contractor has to bring it back to the original condition by re-installation of software to the entire satisfaction of the Company.
- 7.2. The Contractor is expected to reply to all queries / complaints that may be raised by the Company from time to time. Evasive attitude by the Contractor would subject the contract being terminated or non-renewal of further contracts with the Contractor

8. Assignment

The Contractor shall not subcontract the whole of the work or a substantial part thereof during warranty and CAMC. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the work without the prior consent of BRBNMPL. Any such consent shall not relieve the Contractor from any liability or obligations under the Contract and it shall be responsible for the acts, defaults and neglects of any subcontractor, its agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents or workmen.

9. Intellectual Property & Confidential Information

The Parties agree that all details, plans, documentation, specifications, schedules, programs, reports and provision of operations pursuant to this Contract (hereinafter referred to as "Proprietary Material") which have been or are hereafter written, originated or made by any of them or any of their respective employees by the persons related to the Contractor in connection with this contract shall be owned by and be the

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property of the BRBNMPL. The determination of information as Proprietary Materials shall be made at the sole discretion of BRBNMPL.

10. Confidentiality

The Contractor shall cause the persons related to the service contract not to, without the prior written consent of the Authority, at any time, divulge or disclose to any person or use for any purpose unconnected with the operations, proprietary material, Press operations under this contraction. This shall not apply to information.

- Already in the public domain otherwise than by breach of this Contract.
- Already to the possession of the receiving party before it was received from the office party in connection with this Contract and which was not obtained under any obligation of confidentiality; or
- Obtained from a third person who is free to develop the same and which was not obtained under any obligation of confidentiality.

The Contract shall, whenever required take necessary steps to ensure that all persons employed by it, under this Contract comply with the Indian Official Secrets Act 1923 (XIX of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

No photographs of the Press or System or any part thereof or equipment employed thereon shall be taken or permitted by the Contractor to be taken by any of its employees without the prior approval of Authority in writing and no such photographs shall be published or otherwise circulated without the approval of the Authority.

11.Default of Contractor

Event of Default

- a) At any time after the Commencement Date, the BRBNMPL representative may investigate each case where the Contractor has failed to properly perform the operations in accordance with this Contract. The Engineer shall issue a notice to the Contractor, instructing him to rectify the failure as per SLA terms.
- b) An event of default on the part of its Contractor being unable to fulfill its services obligations under the Contract shall be deemed as a serious default and is said to have occurred doubts any of the following causes.
- c) The BRBNMPL representative certifies to the Authority with a copy to the Contractor that in its opinion the Contractor has repudiated the Contractor.
 - Without reasonable excuse has failed to commence services in accordance with the Contract and pursuant to the Commencement date; or failed to complete the work within the time stipulated for completion.
- d) Gross misconduct of the Contractor
- e) Despite previous warning in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract.
- f) Contractor persistently fails to follow good service practices in execution of the Contract.
- g) If the Contractor changes the use to which any part or whole of the Site is put or initiates a variation without the required approval of BRBNMPL.
- h) The Contractor stops providing the services for one day and the stoppage have not been authorized by BRBNMPL, Salboni.
- i) The concern department gives notice that failure to correct a particular defect is a breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by BRBNMPL.

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- j) If the Contractor is in breach of any law or statute governing the operations.
- k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of BRBNMPL.

Consequences of Default

- a) If the contractor fails to maintain uptime as mentioned in Schedule-II "Uptime calculations' by the Contractor, BRBNMPL reserves rights terminate the Contract without thereby releasing the Contractor from any of its obligations under the contract, or affecting the rights and authorities conferred on the Authority by the Contract. BRBNMPL may use so much of the Contractor's equipment, temporary works and materials as it may think proper.
- b) If the Contract is terminated because of an Contractor's event of default, the BRBNMPL shall be entitled to invoke the Security Deposit and carry out the Operations through a successor Contractor or departmentally and at the risk and cost of the Contractor. If the total amount due to the BRBNMPL exceeds any payment due to the Contractor the difference shall be a debt payable to the BRBNMPL.
- c) If the Contract is terminated because of Contractor's event of default, all materials on the site, plant, equipment and temporary works shall be deemed to be the property of BRBNMPL.

Schedule - II: Service Level Agreement

1. Severity Levels

Division of CCTV components based on criticality:

S1: Servers, Storage, L3 Core switches and Main UPS (30 KVA)

S2: L2 Commercial and Industrial grades network switches, redundant servers.

S3: Cameras and field UPS

2. Details of Severity levels

- **2.1. Severe (S1):** Calls that can have severe impact on business affecting IP CCTV system at large, without loss of view and whole IP CCTV system data Loss, falls under this category. E.g. SAN Storage not available (but data available at NVRs), L3 switch issues (Stand/ by L3 switch must take over), NVR down (But direct recording in SAN and viewing continues) etc.
- 2.2. Essential (S2): Calls that can have essential impact on the IP CCTV system affecting individual component or service, but do not impact IP CCTV functioning and loss of video data as a whole system, and have partial loss of viewing or recording a particular section/area fall under this category. E.g. OS/ application functioning, OFC network issues, Redundant Server issues, L2 switch issues, Virus, Hard disk crashes etc.,
- 2.3. **Normal (S3):** Calls that do not have much impact on the IP CCTV system as a whole but one or more low level components failure that result in partial loss of recording/ viewing for a specific camera or view fall under this category. E.g. IP camera issues, L1 switch cat6 cable issues etc.
- 2.4. The services shall be classified as in Table-01 below for the purposes of fault rectification, quarterly uptime commitment and levy of damages.
- 2.5. Downtime will be counted from the time of reporting the maintenance call till the resolution of the problem of Hardware or Software.

- 2.6. Severity Level of Calls logged will be decided based on the type of item / equipment and its impact on IP CCTV system as defined above. In case of any discrepancies in deciding on Severity Level, Company's decision on Severity Level based on business impact shall be final.
- 2.7. In order to meet the SLA commitments, it is necessary to ensure that the Contractor have adequate spares on site, at Salboni as per Schedule-IV. This contains a list of recommended spares based on the experience of BRBNMPL in the last few years. However, in order to meet the stipulated SLA requirement, the Contractor has to meet those, if additional spares are required on site as well as offsite, it will be the responsibility of the Contractor.
- 2.8. Liquidated damages shall be recovered on a quarterly basis for failure to maintain the committed uptime. In addition, further damages shall be levied for failure to keep the services in working condition beyond specified hours.
- 2.9. The quarterly uptime commitment and the damages to be recovered for failure is furnished in table 02 and the details of further damages for failing to rectify the mistakes beyond the specified hours is furnished in table -03.
- 2.10. For the purposes of calculation of total committed hours, the working hours known as service window will be as per the Table-04 read with Table-05.
- 2.11.The Contractor shall extend their Service window apart from those mentioned in table-04, at the time of any crisis at no additional cost.

TABLE - 01 (Service Classification)

Severity Level	Response Time(time within which the Contractor should Respond)	Resolution Time(Time within which the Contractor should bring the service back to normal working condition)	Quarterly Uptime Commitment in percentage	At any point of time, the below quarterly uptime commitment should be maintained
S1	1 hour	4 hours	99.50%	95%
S2	1 hour	4 hours	95.0%	90%
S3	4 hours	16 hours	95.0%	90%

TABLE - 02 (Uptime Commitment)

Severity Level	Quarterly Uptime Commitment in percentage	Liquidated damages imposed per percentage or any fraction thereof for not meeting the SLA commitment
S1	99.50%	0.005% of the contract value per hour down time.

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S2	95.0%	0.001% of the contract value per hour down time.
S3	95.0%	0.0001% of the contract value per hour down time.

Table - 03 (Resolution Time)

Severity Level	Resolution time allowed	Penalty Slots (above Resolution time)	Penalty Amount for
			Each Penalty Slot
S1	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 5000
S2	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 2000
S3	16 hrs.	One Slot = 16 hrs. continuous downtime	Rs 500

^{*} Any fraction of penalty slot will be considered as one slot.

Table - 04 (Service Window)

Severity Level	Level Service Window in Hours No. of days to be taken for calculation of ava			
S1	24	No. of working days (Including Sundays)		
S2	18	No. of working days		
S3	18	No. of working days		

Table - 05 (Working Hours)

Day	Service Timings	Mode of Delivery	Severity Level
Monday To Saturday	00:01 hrs to 24:00 hrs (24 hrs.)	On-site requirement between 6:00 hrs to 24:00hrs and should attend to any other calls on need basis during this service window	S1
Monday To Saturday	6:00 hrs to 24:00hrs (18 hrs.)	On-site	S2 & S3

Whole IP CCTV system uptime and Penalty

Objective	Type of Measure	Example SLO Requirement	Penalty	Measurement Period
IP CCTV system functioning as a Whole effecting Recording and Viewing	Availability	The IP CCTV System will be available 100% of the time		Monthly (24*7*30)

3. Liquidated Damages / Penalty

- 3.1. The Company expects the Service Provider to complete the scope of work as mentioned in Schedule-I within the timelines mutually agreed upon with the Company. Inability of the Service Provider to either provide the requirements as per the scope or to achieve the expected Service Levels as per Schedule-II or to meet the timelines agreed with the Company would be treated as breach of Contract and would invoke this penalty clause. The rate of penalty would be as mentioned in the Schedule-II. Cap for aggregate of all penalties under the Agreement will be limited to 10% of the Total Contract value. In the event the timeframes are impacted due to delays caused solely by the Company, the Service Provider will be given additional time (proportionate to the time lost due to the delay) to complete the activity and further, the Service Provider will not be responsible for any penalties for such delay or resultant extension. The right to invoke the penalty clause is in addition to and without prejudice to other right available to the Company such as termination of this Agreement, invocation of the BG and recovery of the expenditure incurred by the Company.
- **3.2.**Company reserves the right to cancel the Contract and recover expenditure incurred on the following circumstances:
 - 3.2.1. The Service Provider commits a breach of any of the terms and conditions of the Contract
 - 3.2.2. The Service Provider goes into liquidation voluntarily or otherwise.
 - **3.2.3.**The progress regarding execution of the Contract, made by the Service Provider is found to be unsatisfactory.
 - **3.2.4.**If aggregate of all deductions on account of liquidated Damages/Penalty exceeds more than 10% of the Total Contract value.
- **3.3.**After the award of the Contract, if the Service Provider does not perform satisfactorily or delays execution of the Contract, the Company reserves the right to get the balance Contract executed by another party of its choice by giving one-month notice for the same. In this event, the Service Provider is bound to make good the additional expenditure, which Company may have to incur to carry out

- bidding process for the execution of the balance of the Contract. This clause is applicable, if for any reason, the Contract is terminated and shall survive the termination of this Agreement.
- **3.4.**The above mentioned penalties are independent of each other and are applicable separately and concurrently
- **3.5.**Penalty is not applicable for reasons attributable entirely to the Company and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Company and Force Majeure. The Service Provider shall submit the proof authenticated by the Service Provider that the delay is attributed to the Company and Force Majeure along with the bills requesting payment, which will be considered by the Company.
- **3.6.**It is hereby clarified that notwithstanding the classification of damages as penalties, the Parties agree that the penalties mentioned above are reasonable and are liquidated damages and have been duly calculated towards the loss that shall be incurred by the Company upon the instances leading to the invocation of the same

4. Illustration on LD Calculation

Consider an item "A" for the quarter 01-Oct-20 to 31-Dec-20									
Assume this item "A" falls under severity level S1									
Contract Val	Contract Value								
			Contract						
Total Amour	nt of contract		Amount total						
151000000			151000000						
Performance	of the item	"A" during th	ne quarter						
						Resolution			
		No. of		Hypothetical	Continuous	Time			
	Service	working	Total Hrs. of	down time	Downtime	allowed in			
Month	Window	Days	Availability	in Hrs.	in Hrs.	Hrs.			
Oct-20	24	31	744	30	9	4			
Nov-20	Nov-20 24 30 720 40								
Dec-20	24	31	744	30			_		
Total			2208	100					

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Calculation of Liquidated damages as per Table-02 for the quarter							
Availability	Downtime	Committed	Actual		Liquidated		
in Hrs.	in Hrs.	uptime	Uptime	Deviation	Damages	Penalty amount	
2208	100	99.5%	95.47%	4.03	0.005%	<mark>7550</mark>	
Calculation	of Liquidate	d damages as	per Table-03 fo	or the quarter			
		Penalty					
Continuous		Amount					
Downtime	Penalty	for each	Penalty				
Hrs.	Slot	slot	Amount				
5 (9-4)	2	5000	10000				

^{*}Fraction of 4 Hrs. duration will be considered as one slot

Total Deductions= 7550+10000= Rs17550/-

Schedule - III: CCTV Infrastructure

Sl. No.	Item	Make	Model	Version	Qty. (Nos.)	Remarks	
	As per supplied BOQ of approved design of tender and items used from existing infrastructure as						
	per design						

SCHEDULE - IV: Onsite Inventory / Spares

Sl.	Item Description	Quantity
No		(Nos.)
1	Fixed Camera	6
2	PTZ Camera	3
3	LIU	2
4	.2 Switch 24/8/4 Port commercial	2 Each
5	All type of server disks	2 each
6	10G & 1G SFU modules	2 each
7	OFC patch cards 10 mtr	10 nos
8	Power supply unit, Network card, Motherboard etc. for Camera servers and VMS server	1 each
9	Any other item which is critical in nature to maintain the system	1 each
10	SAN Storage Disks	10 nos

The Contractor shall maintain the following minimum On-Site Inventory / spares at the site.

Check List for Tenderers

Please ensure that

- The **First sealed** cover should contain :
 - a) All the pages of Section I to X, XII, XIV to XVII, duly filled, signed and stamped, by authorized signatory of the company
 - b) **Documents in support of** Qualification/Eligibility criteria (Section IX) etc.
 - c) Copies of Professional Tax, PAN, GST No. etc. to be submitted.
 - d) Copies of Entire Set of Tender Documents (Including GIT, SIT, GCC and SCC) duly signed and stamped to be submitted in token of acceptance of Tender Conditions.
 - e) Cost of Tender form: Rs.2500/- (if obtained from Purchase Section, BRBNMPL, Salboni)
 - f) Bid Security Declaration (Annexure-C).
 - g) Any other documents as mentioned in our tender.
 - h) No price indication should be mentioned in this part.
 - i) Proposed Design of IP CCTV System with designed BOQ (specifications items shall match or higher to that of tender) and Architecture of the Network
 - j) Product Brochures/ DATA sheets for items offered.
 - k) Compliance statement as per section VII

The cover should be super-scribed as 'Techno-commercial Bid (Part- I)

Tender No.06/SAL/MMD-MAINT/2021-22 for "DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI"

The **Second sealed** cover should contain:

Price bid as per Section - XI - Price schedule, to be filled, stamped and signed.

The cover should be super-scribed as

"Price Bid (Part-II) -Tender No.06/SAL/MMD-MAINT/2021-22 for "DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI"

- 3. All the above-mentioned two sealed covers are put in another Big cover, sealed and super-scribing "Tender for "DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI" against TE-06/SAL/MMD-MAINT/2021-22 dated 10/07/2021, Due on 10/08/2021."
- 4 All Correspondences should be addressed to:

The General Manager,

Bharatiya Reserve Bank Note Mudran (P) Ltd,

PO: RBNML,

Salboni - 721 132

Dist: Midnapore (West)

West Bengal

Note: The printout of this tender document should be taken on both sides of A4 size paper only.