

(Wholly owned subsidiary of Reserve Bank of India)

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132



(Procurement of Goods / Services)

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

TENDER ENQUIRY No. 07/SAL/MMD-MAINT/ 2021-22
(NOT TRANSFERABLE)

Security Classification: Non-Security

By Speed post/ Courier service/Downloaded from website

BNM No.: / (S) 07.07.05/2021-22	Last Date & Time for submission of tender:	10/08/2021 up to 11.30 AM
Dated: 10/07/2021	Tender opening Date & Time:	10/08/2021 at 11.45 AM
Cost of Tender form: NIL (if directly downloaded from website), Rs.1,500/- (if obtained from the address given below)	Earnest Money Deposit (EMD):NIL (Bid Security Declaration form to be submitted as per ANNEXURE-C)	

Sub: Enquiry for “OPERATION & MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI”

This tender document contains: **99 Pages**

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

M/s. _____

Address _____

Details of Contact person in BRBNMPL regarding this tender:

Details of Contact person in RBNML regarding this tender:	
Name: A. K. Srivastava Designation: Deputy General Manager E-mail : aksrivastava@brbnmpl.co.in	Name: Prabhat Kumar Designation: Assistant General Manager E-mail : prabhatkumar@brbnmpl.co.in
Phone: 03227-280212, 280213; 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	
<p style="text-align: center;"> 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 </p>	

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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. 07/SAL/MMD-MAINT/2021-22

Date: 10/07/2021

(NOT TRANSFERABLE)

TENDER ENQUIRY FOR “OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI”

Dear Sirs,

01. The General Manager, BRBNMPL, Salboni, invites sealed tenders from manufacturers of the tendered item in the enclosed formats under **Two bid system** (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 for Annum
1.	<u>‘OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI</u> (As per detailed Specifications in Section – VII & Section VIII)	12 Months	NIL , (Bid Security declaration form to be submitted as per Annexure-C)	Rs 51.00 Lakh

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	**NIL (if directly downloaded from website), Rs.1,500/- (Inclusive of applicable taxes if obtained from the Office)
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 , in which case Price of tender document will not be charged.
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.).
Time and date of opening of tenders	10/08/2021 at 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.).
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.1,500/- (One Thousand Five Hundred Rupees) 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.O.-R.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”

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

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.

04. 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.

05. 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.
06. 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.
07. 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.
08. The tender documents are not transferable.
09. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and Tender shall be finalized on Lowest L1 bidder from eligible bidders as per Section XI.
10. BRBNMPL reserves the right to cancel the tendering Process/Reject all Bids/Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not accordance with the directions issued shall be liable for rejection.
11. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.

12. 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 **remain registered during the tender validity period** with Central Purchase Organization (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a 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).

Annexure-E: Conditions for Start-Up Companies

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.

13. 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. 07/SAL/MMD-MAINT/2021-22 dated 10/07/2021 for **"OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI"** 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 VI: 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.

Any Price Indication in the Techno-commercial offer will be summarily rejected.

b)Part-II: The second sealed cover super scribed as PRICE BID (part II) against Tender Enquiry No. 07/SAL/MMD-MAINT/2021-22 dated 10/07/2021 for “OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI” 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 “OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI” as per Section VII: Technical Specifications” with due date of opening as 10/08/2021 and 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)

- Self-certified copies (with seal of firm) of Tender document, corrigendum if any along with documents mentioned in the tender are to be provided along with the Bid.
- No counter conditions shall be accepted.
- Bidders to write Page no. / Pages on each page of the tender documents submitted

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

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

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

- 01. Validity of Tender:** The quoted rates shall be valid for a period of **120 days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be liable for suspension for time period as specified in Annexure-C Bid security declaration.
- 02. Tenure of Contract:** The tenure of the AMC shall be for one year initially, and may be extendable for further two years on satisfactory performance of the contract at same price, terms & conditions (one year at a time) i.e. a total of 3 years. However, extension of the contract may be effective at the discretion of BRBNMPL based on the performance of the Contractor. In Case the Contract is to be extended beyond 3 years of Tenure, the same will be done with mutual consent of the Contractor.
- 03. EMD:** EMD for the tender is Nil. However, your sealed tender/quotation should be accompanied with Bid security declaration form as per Annexure: C
- 04. Security Deposit/Performance Bond:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 3% of the Contract Value awarded till 31/12/2021 OR at a rate as applicable as per Govt. of India Notification at the time of award of Contract/ Notification of Award of Contract by way of DD/BG, valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 16 under Section IV.). Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for suspension for time period as specified in Annexure-C: Bid Security Declaration.
- 05. Contract Price:** The contract price should be based on the scope of work, number of equipment to be maintained, manpower, skill levels required and shall include salary, allowances, ESIC payment, PF payment, Bonus payment, 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 in to account all the above mentioned factors before submitting their offers.
In addition to the weekly-off, the contract labourers deployed are eligible for 1 holiday per month. Contractor shall pay Compulsory minimum Bonus as per Bonus act @ 8.33% on their wages (i.e on Basic +DA) to their employees for every year.
- 06. Notification of Award:** BRBNMPL issue Notification of award / LOI to the successful bidders who qualify and become lowest bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.
- 07. Contract Agreement:** A formal agreement has to be executed between the Contractor and BRBNMPL on Rs.100/-Non-judicial stamp paper (02 Nos) purchased by the Contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XV. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, BRBNMPL may initiate appropriate action as deemed fit.

- 08. Sub-Contracting:** The Contractor shall not sub -contract the work to any sub- Contractor. In case the Contractor is found engaging sub-Contractor, BRBNMPL reserves the right to terminate the contract and Security Deposit shall be forfeited.
- 09. Liquidated Damages:** Contractor should ensure full attendance in all working days. If Contractor fails to deploy 90% of total monthly requirement (based on actual working days); BRBNMPL reserves the right to levy a penalty of 10% of Administrative & Other Expenditure (Sl.no.14 of Section XI :Price Schedule) and also Profit (Sl No.16 of Section XI : Price Schedule) of that particular month. If Contractor fails to carry out the services in strict conformity with the approved and accepted schedule, then unless such failure is due to Force Majeure, the liquidated damages at the rate of 0.5% for each week of delay or part thereof subject to max of 10% of monthly contract value as liquidated damage will be levied on the Contractor.
- 10. Optional Quantity/Additional Work Order:** Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; Contractor shall not claim any extra rate on this account. BRBNMPL may extend the Work Order/place additional Work Order at a later date at the quoted rates. The successful Contractor has to visit the site before commencement of work and procure the materials as per the site requirement. Payment shall be made as per actual certified work and no payment will be made against the extra quantity brought to site.
- 11. Payment Terms :** The terms of payments would be as follows:
- Monthly bill shall be raised against the actual man-days / manpower deployed for the assigned work after fulfilling all necessary formalities and payment shall be released after submission of bill complete in all respect.
 - In case of any emergency or by any specific instruction, Contractor may have to arrange additional Workmen in normal working days/other than working days of BRBNMPL.
 - Statutory deduction of taxes shall be made at source as per rule and provisions.
 - Revision in the Minimum Wages as per Govt. of India / West Bengal Govt. Notification whichever is higher shall be considered. Contractor shall request & submit the bill with documents.
 - GST liability shall be billed and is payable as per rules. A copy of GST return filled for previous month/quarter is to be attached along with monthly bills.
 - Payment will be made through NEFT/RTGS mode,
 - Wages are paid on actual working days basis as per the "Daily Wage Register". The Contractor has to ensure to follow and comply all statutory provisions as per factories act as applicable.**
- 12. The Payment against uniform, safety shoes will be released on succeeding month on submission of documentary evidence.** The Contractor should pay the Bonus payment as per the provisions of payment of Bonus Act, 1965 and amendments thereafter to the labourers. However, the contract period is completing in between the financial year, the Contractor has to make the payment within one month from the date of completion of the contract and submit the documentary proof for releasing of payment. Proportionate amount from the bill shall be deducted if the Contractor fails to comply with any of the responsibilities under the Work Order/contract. Such amounts shall be decided by the BRBNMPL and shall be binding on the Contractor.
- 13. Final Bill:** At the end of the contract period, the Contractor shall submit the Final bill along with "No claim certificate" and should hand over the site in tidy and clean condition to BRBNMPL. The final bill shall be submitted within a time frame of 2 months from the date of completion of the work.
- 14. Clarification of Bidders:** For any clarification bidder may contact on any working day during working hours before submission of tender paper at their own expenses. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorisation paper must be displayed for any person visiting on behalf of Contractor. Once tender is

submitted, it will be implied to assume that the Contractor has fully understood the detail specifications, site condition and scopes of work. After quoting ignorance regarding these will not be entertained

15. Bid Opening: The Technical (Part I) tenders will be opened at **11.45 hrs on date as mentioned in Section - I** in the presence of available tenderer's or their authorized representatives. Subsequently vendors who have qualified in technical bid shall be intimated of the opening of the Price Bid. In the second stage, the financial bids of only the technically acceptable offers 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.

16. Extra Items:

Any item or work which is not covered by the contract, if required to be carried out at site, shall be executed by the Contractor and payment for such works shall be based on the Rates that may be derived from the "Rates" quoted for similar, comparable items of the "Quantities" or the actual cost of labour and materials cost in the prevailing market + 10% over head and profit.

The calculations made by the tenderer should be based upon probable quantities of several items of work, which are furnished for the tenderers convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not a lump sum contract.

The successful tenderer is bound to carry out any items of work necessary for the completion of the job though such items as are not included in the quantities and rates with the written approval of the employer.

17. Tender Evaluation:

- i) **The evaluation shall be based on L1 basis considering the overall Total Cost including GST.** (Subject to MSE Purchase Preference if stipulated in the tender) However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature.
- iv) In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation. All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

18. Variations

- i) BRBNMPL may have some additional works, modifications etc. at site related to the Scope of Services to be carried out. BRBNMPL has the right to make use of Manpower, materials, Equipment, Tools & Tackles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to BRBNMPL. However, the cost of materials required for such works shall be paid as per the provision under this contract.
- ii) BRBNMPL has the right to waive the charges of damages due to routine program performance shortfalls observed of Contractor by BRBNMPL during that period for using its Manpower, materials, Equipment, Tools and Vehicles for carrying out the additional works.

19. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender

20. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
21. If the tenderer is registered under NSIC, New Delhi/MSME/Start-up companies, they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under NSIC/MSME/Start-up companies. Tenderer registered with NSIC/MSME/Start-up companies are eligible for exemption of only EMD. **As regarding SD, the tenderer who are registered with NSIC/MSME/Start-up companies should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Technical Bid-Part-I.**
22. Copies of Certificates / Documents related to GST Registration, PAN etc., to be provided along with the Technical Bid-Part-I.
23. A tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The Rates and total amounts should be rounded off to nearest Rupees value. In case of discrepancy between the rates in words and figures the rate quoted by the tender in words shall be taken as correct.
24. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.
25. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Asst. General Manager, MMD within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the Company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.
26. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
- 27. Statutory requirements:**
- The Contractor should comply with all statutory provisions as applicable such as but not limited to the following.
 - Provisions of the Factories Act 1948, Workman Compensation Act 1923, Employers Liability Act 1938, Contract Labour Act (R&A) 1970, The Industrial Dispute Act 1947, The Minimum Wages Act 1948, The Payment of Wages Act 1938, The EPF and The ESI Act 1948 including any modification thereof or any other law relating thereto and rules framed there under from time to time.
 - Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, The Maternity Benefit Act, 1961, The Minimum Wages Act 1948, prescribed by Ministry of labour & employment, office of the Chief labour Commissioner. Equal Remuneration Act, 1976, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Contract Labour (Regulation and Abolition) Act, 1970 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India.
 - The Contractor should cover its employees/workers under the ESI scheme. In absence of ESI for non-implemented area the Contractor should undertake a policy (Workmen Compensation Insurance Policy) to undertake the liability of Workman's compensation Act. The sum insured per labour is to be

calculated as per extant rule in this regard. The total premium shall be born by the contractor. The Contractor will submit the relevant document pertaining to the payment of premium along with a copy of insurance policy to us within fifteen days from the placement of work order. The Contractor should also have to take an additional mediclaim policy within the specified percentage (at present 4.75 %) of wages of Employee's contribution value to take care of mediclaim benefits of the labour, and indemnify the 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.

- e) The Contractor shall possess license / registration from Labour Authority / any other Statutory Authority including PF & ESI as may be required and shall furnish Statutory Returns and deposit contributions and Statutory Levies as per the Law of the Land as applicable from time to time. The Contractor shall be liable to furnish with the Company all copies of returns and documents as would be asked for time to time.
- f) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor. The Contractor shall conform to all the safety regulations and shall remain solely responsible for the obligation under the relevant statutory provisions.
- g) The Contractor has to provide all statutory welfare measures for their workers

28. Compliance of Security Norms:

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

29. Restricted Area

Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the BRBNMPLs direction and control.

30. 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 work, if not covered in ESI.
- c) It shall be the sole responsibility of the Contractor to ensure safety to all his workers. The Contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The Contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the Contractor's work under the contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including the Contractor's labour, the BRBNMPL representatives or any member of the public or resulting in the death of any of these.
- f) Protective gear such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the Contractor at his own cost to all his manpower at site.

BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.

- g) The Contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
- h) In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the BRBNMPL shall be entitled to do so and recover the costs thereof from the Contractor. The decision of the BRBNMPL in this regard shall be final and binding on the Contractor.
- i) The Contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.
- j) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- k) BRBNMPL is a security organization and 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. The Contractor shall not allow any visitor to the site without the prior written approval of BRBNMPL
- l) Contractor must ensure that the number of labours/masons 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.
- m) Gate Passes for all the workers shall be applied in the prescribed Gate Pass Format, 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. The details shall be submitted in the prescribed format as given below.

Sl. No.	Name of Person	Father name	Age	ESI No/Workman Compensation Policy No.	Present Address	Identification Mark	Signature of the Individual

The following statement also has to be signed by the Contractor

"It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of BRBNMPL and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of Director, GM, DGM and any Executive of the Company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period."

The Format may be collected for applying the Gate Pass from the concerned Section

- i) The Contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. The Contractor shall submit this certificate or

receipt of submission. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the Contractor.

- ii) On award of the contract the Contractor shall sign the Non-disclosure format and abide with that.
- iii) BRBNMPL reserves the right to get the antecedents of the employees of the Contractor verified through police. 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.

31. Short closure of the Work Order:

Further in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the Company which may necessitate the short closure of the Work Order, the Company by giving a notice of reasonable time to supplier, can terminate the Work Order without prejudice to the rights of the parties accrued to the date of termination.

32. Penalties: In case the Tenderer fails to execute the work as per the Terms and Conditions and instructions, The Management reserves the rights to impose Liquidated damages as mentioned below:

- a) In case the Tenderer not carried out the work as per the Terms and Conditions of the Work Order, not complied with the statutory requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the BRBNMPL Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.
- b) In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
- c) Un-satisfactory performance of the Contract may also lead to black listing of the Tenderer.
- d) If the Wages are not disbursed to the Contract Labourers on or before 7th of every month (or on the previous day in case 7th happens to be Sunday or Holiday) a penalty of Rs.500/- per day lump sum would be levied to the Tenderer.

33. Responsibility of the Contractor

- a) The Contractor should issue identity Cards to all Labour engaged to carry out the work, including supervisors. The identity badge should be worn on the left of the chest at the place of work. The Contractor should comply with all security procedures adopted by us and they should furnish the list of people deployed for this contract for verification of their antecedents to our Security Manager. Gate Passes will be issued to the personnel deployed & it should be renewed periodically.
- b) **Contractor's Working Hours**
 - i) Normal daily working hours for Contractor's personnel will be 08:00 hrs to 17:00 hrs (with lunch interval), except those working on shift basis, which will be prepared by Contractor and approved by BRBNMPL. The weekly holiday should be given to the workers with an alternative arrangement.
 - ii) Contractor shall deploy labour on Sundays / Holidays in case of any exigency to fulfil its obligation of services.
- c) **Uniform:** The Contractor has to compulsorily provide proper uniform (2sets/year) and safety shoe (1 pair/year) within 30 days of issue of Work Order. In case of non-compliance, BRBNMPL reserves the right to impose suitable penalty and make arrangements for providing the uniforms and shoe. The cost so incurred shall be deducted from the bill along with penalty. The colour shade of the uniform should be totally different from the approved uniform of the Company employees and the colour of the uniform should be approved by BRBNMPL. The Contractor should also provide all the safety appliances to BRBNMPL. The payment against uniform and safety shoes and bonus will be released on succeeding month on submission of documentary evidence. The Contractor should ensure that all the labours engaged shall duly wear the stipulated uniform and safety accessories while discharging the duties.
- d) **Supervision:** The Contractor or his supervisor should be present at the work spot and supervise during shifts in all working days. The Contractor should take and observe all the required formalities like deployment of his labourers, maintaining of attendance as directed by the Authorised persons of BRBNMPL. Any untoward incident arising out of improper supervision or inadequate safety

measures will be the sole responsibility of the Contractor and shall confirm to all the labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.

- e) Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act 1948 prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India. In no case person under age of 18 Years shall be employed.

- f) The Contractor/Agency shall indemnify the Company from any claims/liability due to any breach of the statutory requirements from him/them. The Company as a principle Employer shall enforce the provisions of the Acts.

- g) **Adequacy of Contractor's Staff:** It is essential that the service activities are to be performed with utmost diligence and expediency so as to maintain the highest standards of Maintenance. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times. In case mechanized services are provided by the Contractor, the equipment shall be well maintained and kept in good condition for all time.

If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of BRBNMPL, is inadequate to meet the requirements of Contract services, BRBNMPL may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall affect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, BRBNMPL may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the BRBNMPL to be deducted from the payment of Contractor.

Failure of Contractor to comply with the instructions of BRBNMPL may be grounds for determination by BRBNMPL that Contractor is not proceeding with the performance of services with due diligence to ensure fulfilment of contractual requirements.

- h) **Superintendence**

Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract.

- i) The Contractor shall estimate the manpower requirements as per skill and competence and accordingly shall deploy for the work. However, Contractor should deploy a minimum of 12 number of manpower for regular daily work and ensure deployment of manpower on Sundays/holidays based on the requirement. The Contractor shall make his own estimate and deploy sufficient manpower for executing the job as per scope of work. No deficiency in service shall be allowed for shortage in manpower.

The Contractor will instruct/supervise the workers about the manner of the execution of the work. In case at any point of time during random check less manpower is found at site, proportionate amount shall be deducted from the bill. The Management will have privatised of Contract with Contractor only and will give instructions to the Contractor. The supervisor appointed by Contractor should take care of entire activities of the contract and do liaisoning with BRBNMPL personnel for effective functioning.

- j) **Conditions of Performance**

Contractor should confirm and assures that:

- i) Contractor has the requisite skilled and qualified personnel to perform the services.
ii) Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
iii) Contractor shall at all times ensure that the supply of know-how, Manpower, Materials, Equipment, Tools and Tackles shall be adequate to satisfactorily undertake the scope of services without delay.

- iv) Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of BRBNMPL, and in good and professional manner and in accordance with sound industry practice.
- v) Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services. Contractor shall discuss as per the Contract, the general basis for execution of services, Contractor shall provide procedures for BRBNMPL approval which shall be based upon good engineering practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and BRBNMPL regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to BRBNMPL the soundness of such procedure and shall obtain BRBNMPL's written approval before the same may be affected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract. BRBNMPL shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for BRBNMPL's review and approval.
- k) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of BRBNMPL and no deviation on any account will be permitted
- l) BRBNMPL's representative reserves the right to execute any delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.
- m) The Contractor should take utmost care to ensure that no damage to the property of BRBNMPL takes place due to any act of workmen while carrying out the work under the contract.
- n) Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the Contractor. The amount determined by BRBNMPL shall be final and binding. The Contractor shall indemnify to this effect. The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.
- o) All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.
- p) The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the BRBNMPL whose decision shall be final and binding on the CONTRACTOR.
- q) All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.
- r) Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by BRBNMPL.
- s) Contractor shall administer any National Labour on employment on terms and conditions not less favourable than those established for equivalent sites or locations within India. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site against the same.
- t) Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to BRBNMPL. If any dispute arises between the contract labour/labour/employees and Contractor agency, the BRBNMPL will not be responsible in any manner. The Contractor shall not stop or cause stoppage of work on account of strike or other

agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the BRBNMPL due to the stoppage / strike by the Contractor. BRBNMPL shall recover the cost incurred due to this from the Contractor's running account bills.

- u) Contractor shall within twenty-four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, BRBNMPL or of a third party, report such occurrence to the Competent Authority whenever such a report is required by law.
- v) Emergency / Minor Works - Contractor shall carry out all works which are minor / emergency in nature with prior approval of BRBNMPL.
- w) Contractor shall, to the extent permissible under applicable laws, comply with and be bound by such terms and conditions of any labour agreement established by BRBNMPL and applicable to the services of the personnel appointed in India.
- x) BRBNMPL will have privity of the contract with the Contractor only and will give instructions to the Contractor and will have nothing to do or to concern with the conditions of employment of the workers engaged by and/or working for Contractor. However, BRBNMPL shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of BRBNMPL has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of BRBNMPL shall not again employ such person upon services at any circumstances.
- y) BRBNMPL will not, in any manner, be responsible for any act, omission or commission of the workers engaged by the Contractor and no claim in this respect will be raised against BRBNMPL
- z) The Contractor shall make their own arrangement for providing working lunch/dinner to their employees.
- aa) Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith.
- bb) It shall be sole responsibility of the Contractor to ensure safety to all his workers.
- cc) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor. The Contractor shall conform to all Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The Contractors should properly maintain all necessary first aid kits in the sub-station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.
- dd) BRBNMPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contractor's employee.
- ee) The CONTRACTOR shall keep BRBNMPL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against BRBNMPL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract.
- ff) The CONTRACTOR shall pay and indemnify the BRBNMPL against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.

34. Inspection by BRBNMPL

All materials and workmanship shall be subject to inspection, examination, and test by the BRBNMPL at any and all times during the period of contract. It is responsibility of the CONTRACTOR to intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the BRBNMPL.

35. Water and Electricity etc.

- Water - The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BRBNMPL.

- Electricity – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BRBNMPL.

36. Conflict of Interest:

- a) Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
- b) Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to BRBNMPL's detriment.
- c) Any treasures, antiques, valuable etc. found during excavation belong to the BRBNMPL & same shall be handed over without causing any damage to them.
- d) The Contractor must ensure that at no point of time should any system be rendered non-functional.
- e) Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the BRBNMPL.
- f) Details of the service infrastructure in terms of the service staff strength and their qualifications, details of warehousing facilities for spares and the value of spares stocked shall be submitted.

37. Disputes Arbitration: If any dispute arises after the issue of LOI / Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be KOLKATA. Further, disputes if any that may arise at any point of time shall be subject to KOLKATA jurisdiction only. However, the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.

38. Force Majeure Clause:

BRBNMPL shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the Company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination.

39. Rights of the Company:

- a) The Company is not bound to accept the lowest or any tender or to assign any reason for such non-acceptance.
- b) If the successful bidder refuses to accept the Work Order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to terminate the contract and forfeit the Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the Contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original Contractor.

40. Indemnity: The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or their employees / workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.

41. Termination: If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide

enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Program, or if he should fail to make prompt payments to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employee on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days" notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due, then the Contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by him due to the Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.

42. Resolution of Disputes / Arbitration: If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of KOLKATA (W.B) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work Order placed by us.

43. All terms & conditions of this NIT shall be treated as part & parcel of the contract.

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

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 following documents, duly filled in, as required:

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

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

10.2 A tender, that does not 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:

- 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.
- 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.
- Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- The price of incidental services, as and if mentioned in List of Requirements.

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

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

12.7 Additional information and instruction on Duties and Taxes:

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

12.8 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Sales Tax/ VAT/ CST/ GST:

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

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

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

12.11 Octroi and Local Taxes:

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

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

12.12 Duties/ Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

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

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

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

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

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

13. Indian Agent

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

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement
One manufacturer can authorize only one agent/ dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from
- i) The principal manufacturer directly or one Indian agent on his behalf
- ii) The foreign principal or any of its branch/ division
- iii) Indian/ Foreign Agent on behalf of only one Principal.

14. Firm Price/ Variable Price

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

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

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

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

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

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing Good's Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderers unwarranted conduct as amplified under sub-clause 23.2.2 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.

DSUBMISSION 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.

ETENDER OPENING

24. Opening of Tenders

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

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

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

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

FSCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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

- a) Tender is unsigned.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2 If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 If, as per the judgment of BRBNMPL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF Destination Basis

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

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

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

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

39. Contacting BRBNMPL

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

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

GAWARD OF CONTRACT

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanors

44.1 Following would be considered serious misdemeanors:

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

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

45. Notification of Award

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

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.

52.3 Pre-Production Samples: If stipulated in SIT, successful Contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must

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

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

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

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

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

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

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

54.3 Submission of Offer:

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

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

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

54.3.4 If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the

Security Deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.

54.3.5 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 L1 vendor only.

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

55.9 Quantity for Development Commitment

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

55.10 Period of Development Commitment

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

Yours faithfully,

() Seal

Signature with date.

Name:

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Interested bidders may visit our office with prior intimation to visualize & understand the requirement.
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10,11	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	12	GST	Where ever applicable. Bidder shall quote the exact Tax percentage. 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 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. <i>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</i>

			<i>bidder/contract/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL</i>
6	13,14,15	Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
7	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
8	17	Documents establishing Good's Conformity to Tender document	No Change
9	18	Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DGS&D / NSIC / MSE registration certificate without fail along with their techno-commercial offer.	Nil(Bid Security Declaration form to be submitted as per Annexure-C)
10	19	Tender Validity	120 days from the date of opening of tender.
11	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4	No Change. 20.4. <u>Number of Copies of Tenders to be submitted : One copy only (duplicate copy not required)</u> 20.9: E- Procurement: Not permitted.
12	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
13	24	Opening of tenders Note: Please read the guidelines for filling up Single bid tender as mentioned in Page 6 above which is described in detail w.r.to clause 24.4	No Change
14	25	Basic Principle	No Change
15	26,27,28, 29,30	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids	No Change
16	31	Qualification / Eligibility Criteria	Pre-qualification criteria with regard to Prior Turnover and Prior experience may be relaxed for all MSEs and Startups (Whether MSEs or otherwise) Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications [refer Annexure- D&E] Relaxation in Qualification / Eligibility criteria may also be considered for Class-I and II Local Suppliers as per para 10 a & b

			of revised Make in India Order [refer Annexure-F] Note: This tender falls under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc [Ref. Sl.No.8 of Annexure-D & Sl.No.5 of Annexure-E] <u>Hence, No relaxation in Qualification / Eligibility Criteria has been considered.</u>
17	32,33,34	Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	No Change
18	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	The tender in Non-Split able. Price bid evaluation will be subject to purchase preference as per Government guidelines [Refer Annexure - D, Annexure -E, Annexure-F & Annexure-G]
19	36 to 49	Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	No change
20	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

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

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

1.2 Abbreviations:

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

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

2. Application

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

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

2.3. Other Laws and Conditions that will govern the Contract:

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

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

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

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

5. Country of Origin

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

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

6. Performance Bond / Security

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

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

a. Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the same official of BRBNMPL as indicated in the clause 3 of NIT in reference to EMD.

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

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections 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 have not received back the Inspection Note duly receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.

23. Delay in the supplier's performance

23.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.

23.2. Subject to the provision under 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 sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

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

26. Termination for default

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

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

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

27. Termination for insolvency

27.1. If the supplier becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to BRBNMPL.

28. Force Majeure

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

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

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

29. Termination for convenience

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

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

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

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

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

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

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

33. Resolution of disputes

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

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

() Seal
Signature with date.

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 GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

S. No	GCC Clause No.	Topic	SCC Provision
1	1 to 05	Definition; Interpretation and Abbreviation, Application, Use of Contract documents and information, Patent Rights, Country of Origin	NO CHANGE
2	6	Performance Security	No Relaxation for bidder of any Stature. Performance Security @3%(Three percent)of the total value of supply order as per GOI OM No.F.9/4/2020-PPD,Dated12/11/2020
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
4	16.2,16.4	Warranty Clause	Not applicable
5	19.3	Option Clause	NO CHANGE
6	20.1	Price Adjustment clause	NO CHANGE
7	21.2	Taxes and Duties	NO CHANGE
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 shall be made on monthly basis only on satisfactory compliance of the entire tender / Work Order / agreement conditions stipulated and performance of the job satisfactorily as per SLA. Statutory Deductions as applicable will be deducted from gross bill amount.
09	24.1	Quantum of LD	As per SLA
10	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	NO CHANGE
11	33,33.1, 33.2	Resolution of Disputes	Clause of 33.1 and 33..2 are applicable At Kolkata

Section VI: List of Requirements

Sche dule no.	Brief description of goods and services (Related specifications, scope of work etc. are in Section-VII)	Quantity(With Unit)	Amount of Earnest Money Deposit-EMD (₹)
1.	OPERATION & MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI [as per Section -VII: Technical specifications and scope of work]	Contract for 12 Months (extendable for two more years on yearly renewal basis at the discretion of BRBNMPL)	NIL(Bid security declaration form to be submitted as per Annexure: C)

Required Delivery Schedule: Continuous Service on daily basis

1. The Contractor will be responsible for being available for 24 hrs at site, shall be required to establish an office & store. The Contractor will have to post qualified employees familiar in similar work, who will attend the day-to-day requirements of the site and BRBNMPL. As per requirement each day 13 manpower shall be present. The deductions apply on daily absent basis. Contractor scope includes maintaining quality skilled manpower pool to compensate holidays/weekly offs as per act. Contractor must deploy the manpower on all holidays/Sundays etc. on rotation basis considering holidays on any other working day as per work requirement.
2. **Compensation for Damages:** The Contractor shall be responsible for the all other damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify BRBNMPL in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. BRBNMPL shall be entitled to deduct the amount of any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the BRBNMPL's other rights in respect thereof.
3. The Contractor has to arrange for additional manpower whenever required after getting due instructions and approval from BRBNMPL and the payment for the personnel engaged shall be paid by BRBNMPL as per the latest minimum wage notification applicable.
4. **Non - Compliance of Site Instruction:** If the Contractor after receipt of written notice from BRBNMPL requiring compliance within 7 days fails to comply with such instructions, BRBNMPL may employ and pay other Contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the Contractor by BRBNMPL as a debt or may be deducted from any payment due to the Contractor.
5. **Co - ordinations with other Agencies:** BRBNMPL reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with BRBNMPL.
6. **Extra Items:** Any item or work which is not covered by Scope of work, if required to be carried out at site, shall be executed by the Contractor and payment for such works shall be based on the Rates that may be derived from the "Rates" quoted for similar, comparable items of the "Quantities" mentioned in tender/ BOQ(if any) or the actual cost of labour and materials cost in the prevailing market + 10% over head and profit.

7. **Contractor's Responsibility:** The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If that Contractor finds any discrepancy in the schedule of quantities and specifications, he shall immediately and in writing refer the same to BRBNMPL who shall decide which is to be followed.
 8. **Assignments and subletting:** The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sub-let the contract or any part thereof or interest therein without the written consent of BRBNMPL, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contractor from active superintendence of the works during their progress.
 9. **Alteration in quantity or work, specification & design/addition of work / deletion of work:** The BRBNMPL shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in its opinion be desirable, it shall have power to order the Contractor to do any or all of the following:
 - Increase or decrease the quantity of any work included in the contract.
 - Delete any such work.
 - Change the character or quantity or kind of any such work.
 - Change the plant names, levels, liners, positions and dimensions of any part of the work.
 - Execute additional work of any kind necessary for the completion of the works and
 - Change in any specified sequence, method of timing of the work.
 10. The Contractor shall be bound to carry out the work in accordance with any instructions in these connections which may be given to him in writing signed by the BRBNMPL and shall not on any way vitiate or invalidate the contract.
 11. Quoted rates shall be firm and binding and also inclusive of all taxes & charges.
 12. Statutory deduction of taxes shall be made at the source.
 13. Successful Bidder has to arrange all the required materials, labors, transportation etc., at his own cost.
 14. The Successful Bidder has to strictly follow the safety norms during his work & also take care for BRBNMPL property.
 15. The Successful Bidder should understand the scope of work before quoting and inspect the site accordingly.
 16. **Note:**
 - Bidder should be registered under GST.
 - Should have permanent Income tax A/C No as allotted by the income tax authority of Government of India.
 - Should not be blacklisted/ debarred by BRBNMPL or any PSU or any govt. Departments.
 - Copies of certificate/ documents related to PAN and GST to be provided along with the bid.
 - Bidder to furnish stipulated document in support of qualifying criteria. Non submission or incomplete submission of documents may lead to rejection of offer.
- (To be signed & stamped and submitted along with Techno-commercial Bid Part -I)*

Section VII: Technical Specifications & Scope of work

(To be enclosed with the Techno-Commercial bid)

1. SCOPE OF WORK:

Sewage Treatment System requires the following regular Operations and Maintenance. It is imperative that the Contractor must have sufficient knowledge in Operation & maintenance or shall be in position to provide such expert manpower as and when required at no extra cost.

a) Operation:

- Lift Pump House (LPH) and Submersible Pumps at Plant area as per standard operating procedures.
- STP -I installations as per standard operating procedures.
- STP -II installations as per standard operating procedures.

Moreover, both Parts of STP are required to be operated simultaneously during monsoon period only as flow of sewage is more during this period. For rest of the period (dry season) both the Parts are required to operate on alternate days or as per the direction of BRBNMPL. The Contractor should take note of this, as this is an important factor in manpower planning and deciding the price aspects.

b) Maintenance: Routine / periodic and preventive maintenance of the following:

- All the maintenance works shall be carried out as per current Engineering practices.
- All pumps & Motors at STP-I, STP-II, Lift Pump House.
- Pumps and motors at any location having related with Sewage Treatment system.
- Air Blowers.
- All other equipments provided in sewage treatment plant and allied sewage network piping system including piping network, Chlorinating units, all valves etc.
- Maintenance of all sewage network from buildings to STP Plant or Soak pits
- All Control panels.
- Pressure Sand Filters (PSF) and Oxidation Pressure Chambers as per the general procedures.
- All piping network and flow control devices.
- Painting of pumps, motors, pipelines and rusted parts etc related to sewage treatment system. Paints and consumables will be supplied by BRBNMPL.
- In addition to above the Contractor should also tackle all the trouble shootings in the systems and rectify them. Periodic maintenance of the installation shall be followed as per instruction and ISO formats.
- Maintain proper housekeeping and ensure cleanliness in both the pump houses/toilets and surrounding areas of pump house within the fencing.

c) Periodic Cleaning:

Periodic cleaning of the following as per the standard schedule (Quarterly) of maintenance shall be undertaken by the Contractors within the rate quoted for the same.

- i) Screen Well.
- ii) Screen Pit.
- iii) Fine Screen.
- iv) Fine bar Screen pit.
- v) Grit Pit.
- vi) Grit Channel & other similar installations.
- vii) All the lagoons, aeration tank, Equalization tank clarifier etc.
- viii) Necessary tools & tackles for the periodic maintenance & cleaning shall be supplied by the Contractor. Necessary oiling lubrications shall be done to the locks/valves/pumps in every overhauling.

d) Sludge disposal/additional pump requirement etc.:

Sludge disposal from Lagoons/pits/chambers/tanks or any holding device in the system is the responsibility of the Contractor. The Contractor has to clear the Lagoons and the sludge has to be disposed within the BRBNMPL Premises as per the direction of BRBNMPL. In the event of clearing sludge from the Manhole /septic tanks/soak pits/ Sewage line (if required), sludge has to be disposed of to such a place, away from Public area as per the direction of BRBNMPL at Contractors risk & cost.

If due to rain it requires additional Pump to be installed on hire purchase basis at anywhere within the sewage network installations, The Contractor has to make all the arrangement for running the pumps as and when required as directed by the BRBNMPL in any situation.

Total cost for hiring the Pumps will be borne by the Contractor.

e) Upkeep, Cleanliness and scavenging problem:

The Contractor has to maintain cleanliness and tidiness in all the working areas. Regular bush cutting/removal of wild growth (weeds) etc. inside the respective premises (total area inside fencing of STPs) and 5 meters surroundings the Lift Pump House has to be carried out by the Contractor. All toilets, Wash Basins etc. provided by the Company shall be kept clean and hygienic condition.

The Contractor also required to attend all the blockage problem as and when required, such as clearing blockage in sewer line i.e. in all W.C., Wash Basins Urinals, Gully Traps, Floor Traps, Inspection Chambers etc. which are interconnected with sewage line within one hour of information/ Complaint and Manholes, Sewer Network within two days of information/Complaint) occurring at anywhere within our Premises (Plant & Township). Clearing blockage/blockage in sewage lines in any manner is also included in the Contractor's scope of work. If the Contractor fails to maintain the cleanliness, does not remove wild growth or fails to attend scavenging problem, the Company shall do the same by engaging another agency and entire expenditure shall be recovered from the Contractor's bill with 10% additional as inspection charge. No clarification in this regard will be entertained by the Company.

Periodical painting at pipeline, pumps etc should be done by Contractor the paint and other material required will be provided by the BRBNMPL.

f) Consumables and Spare Parts:

Contractor should attend all defects in the entire sewage water treatment system and pipeline network, all pumps, motors, instruments and related electrical installations etc. All spares and consumables required for dosing, filtration/repair and maintenance will be supplied by BRBNMPL.

g) Additional works not included in the scope:

If any work likes motor rewinding, machine work to be done by external agency etc which is not included in the scope of work but required urgently to be carried out for smooth running of the sewage treatment system has to be carried out as advised by the BRBNMPL- under exigency, Contractor shall do the same. The bill will be settled as per the prevailing rates analysis/ market prices. For any purchase (not included in the scope) reimbursement of the same shall be done on the submission of the bill.

h) Maintenance of Record:

The Contractor shall be responsible for maintaining records for consumables, spares etc. He is also required to maintain records for operation of pumps, daily and periodic maintenance schedules in approved format of register. A monthly report as per the approved format has to be submitted along with the bill. Daily report shall be submitted in the next working day by 8.30 AM positively. All the works and necessary documents are to be maintained as per the ISO-9000 and ISO-14001 guidelines.

Compliances of statutory obligation, as applicable as per Contract Labour (R & A) Act and / or any other relevant Act/s will deem to be part of this contract. The Contractor shall be directly responsible to the authorities for compliance of the provisions.

i) Manpower Deployment:

- i) The Contractor must deploy 13 numbers of manpower daily including sufficient number of qualified operators and supervisors for running the system round the clock, in which at least one should be HT / LT electrical license holder, as per the central and state electricity rules and regulations. The supervisor should have a degree / diploma in civil / Mechanical / Electrical engineering with minimum **3 years** of working experience for degree holder, and **5 years** for diploma holder in the same type of large water supply system and should have sufficient expertise to manage all the situations and fault rectifications without any delay.
- ii) The Contractor shall furnish the organizational chart indicating various categories technical and administrative staff envisaged for deployment, including the name, address, qualification, experience and period of service in the organization for satisfactory operation and maintenance of the system. The chart is to be displayed in Sewage Treatment Plant and a copy is to be submitted in the Maintenance office. The team in charge shall be available on site round the clock for any emergency. The Contractor should comply with all security norms as prescribed by the BRBNMPL.
- iii) BRBNMPL is a security organization, Contractor will be required to abide by all security restrictions and procedure, and workers are subject to police verification. Due to obvious security reasons, the personnel shall be rotated / replaced to the Contractor's other job centers periodically.
- iv) Deployment / continuation of manpower is subject to satisfactory police verification of individual. However, bonafide identity and responsibility of all such manpower rests with the Contractor.
- v) Sufficient personnel with minimum qualification and experience shall also be deployed to carry out day-to-day maintenance and repair of these installations. At any time and area when persons are working on electrical installations, at least one person must have electrical work permit / license issued by a Competent Authority appropriate to the working voltage as per IE rule 1956.
- vi) The installation being of essential services and vital in nature, the Contractor shall perform the allotted duties irrespective of weather conditions, religious Festivals, strike or any other adverse situations. The Contractor shall operate and maintain the system on a continuous basis for 24 hrs a day and 365 days a year, for which the duty allocation shift wise on a weekly basis shall be properly planned in advance and deployed in Sewage Treatment Plant.
- vii) 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 will any of its officials supervise, dictate to the workers the manner of execution/completion of the job/work. The BRBNMPL has privity of contract with the Contractor only and will give instruction to Contractor and shall not be responsible for the condition of employment of staff deployed at our site for performance of the contract. However, due to obvious security reasons, you must ensure that the staff deployed by the Contractor must adhere to all rules and regulations and security restrictions as prescribed by the BRBNMPL from time to time.
- viii) The Contractor's employees must wear uniform while on duty. The uniform, which shall be approved by security section, shall be issued by the Contractor at his own cost.
- ix) Number of workers proposed to be deployed at the site with designation, experience and qualification and details of license are to be submitted. Deployment of manpower shift wise should be informed in advance.
- x) Contractor shall be responsible to fulfill all the obligation under various labour enactment, such as contract labour (Regulation and abolition) Act 1970, Minimum wages Act, Payment of wages act, payment of Bonus Act, Payment of gratuity Act, ESI Act, Employees Provident Fund and misc. provisions Act, Workmen Compensation Act etc. Contractor shall maintain all registers prescribed for execution of this kind of contract and shall make payment of wages to your staff (Not less than minimum wages) deployed at this site in presence of our officially designated representative. Contractor will take the total responsibilities of safety of the staff deployed by him during tenure of the contract.
- xi) Contractor will decide the number of workers to be engaged for execution of particular work and will alone be entitled to decide such worker about the manner of the execution without any interference or instructions or intervention whatsoever of the BRBNMPL. BRBNMPL will neither have any connection with workers engaged by Contractor nor do any of its officials, who will supervise, dictate to the workers the manner of execution / completion of the job / work. BRBNMPL will have privities of contract with Contractor only and will give instructions to the Contractor and will have nothing to do or not concerned with the conditions of employment of the workers as engaged by and working for the Contractor.

- xii) The Contractor has to issue printed photo identity cards to his employees duly authenticated by the designated Security Officer of BRBNMPL.
- xiii) Any employee of the Contractor, if found by 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 his employees.
- xiv) The Contractor shall make sure that the general conduct and behavior of his employees are cordial with BRBNMPL's representatives for smooth operation of the system.
- xv) The supervisor and / or the Contractor shall be available round the clock at their residence / workplace or any designated place, so as to contact them in an emergency. Your employees deployed on duty should know the whereabouts of supervisors / Contractor at any given time. The telephone numbers of the Contractor and supervisors shall be furnished to BRBNMPL and a copy be displayed at pump houses.
- xvi) The minimum number of personnel to be deployed by the Contractor with their experience, qualification is given under. This is the estimated minimum manpower and indicative only.

Sl. No.	Designation	Skill Level	No of persons to be deployed	Qualification	(Minimum) Experience in years
1	Supervisor	With high skill managerial experience	01	Degree/Diploma (Mech/Elect/Civil)	03/05
2	Operator	Highly Skilled	03	ITI or NCVT	05
3	Electrician	Highly Skilled	01	ITI or NCVT (Electrical/Wireman)	05
4	Chemist	Skilled	01	Degree/ Diploma (Chemistry/ Chemical Engineering)	01
5	Operator Cum helper	Skilled	03	ITI or NCVT	03
6	Helper	Semi-Skilled	02	10 th std pass / VIII th std pass	02/ 03
7	Helper	Unskilled	02	10 th std pass / VIII th std pass	NIL
	Total		13		

Note: At least one person should possess HT/LT Electrical license.

The Contractor has to ensure relevant Labour Laws while deploying his manpower. The facility has to be manned with daily deployment of manpower as 13 everyday as per the skill level mentioned above. However, payment will be made as per daily deployed manpower as per Daily Wage Register. It is responsibility of the Contractor to have sufficient manpower at its roll ensuring deployment of required number of manpower i.e. 13 as per the skill sets as mentioned above on daily basis. If Contractor fails to deploy 90% of total monthly requirement (based on actual working days); BRBNMPL reserves the right to levy a penalty of 10% of Administrative & Other Expenditure (Sl.no.14 of Section XI :Price Schedule) and also Profit (Sl No.16 of Section XI : Price Schedule) of that particular month

j) Materials/ Consumable:-

- a. For daily operation and maintenance work, the BRBNMPL will supply all the consumables and spares, otherwise stated. However, if the BRBNMPL desires, the Contractor will be required to supply the materials for which actual cost at market rate will be reimbursed.
- b. The Contractor shall maintain the records of consumption of all materials. The defective components are to be kept in stock and recorded. The related register shall always be available for inspection by the BRBNMPL. This entire recording should be done as per respective ISO format.

c. The defective scrap components shall be returned to stores with records.

k) Testing of Water at STP:

Contractor must arrange for testing of water at Inlet, Intermediate & final treated stage as per the BIS standard on Quarterly basis and submit the report to the Maintenance office.

2. **Service Level Agreement:** Service Level Agreement (SLA) has to be signed as per the terms and conditions specified in ANNEXURE-N and executed between the Contractor and BRBNMPL. If Contractor fails to carry out the services in strict conformity with the approved and accepted schedule than the expenses and charges incurred by the BRBNMPL in rectifying and performing the defaulted service, whether by its own means or by third parties, the charges will be levied on the Contractor by deducting the amount from the monthly Bill.

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

Section VIII: Quality Control Requirements

The operation & Maintenance work should be carried out in such a way that Filter water, after treatment, should meet the requirement of **IS standard** or equivalent for reusable purpose by continuous monitoring & maintaining the proper treatment of sewage water etc. as per the ISO flow chart.

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

Section IX: Qualification/ Eligibility Criteria

I. Experience and Past Performance:

- a. Bidder should be Bonafide, experienced, competent and resourceful to carry out the assigned order and should be presently in the business of same field.
- b. Experience of having successfully completed similar works during last 7 years ending on 31st May 2021 should be either one of the following,

03 (three) similar completed works each costing not less than **Rs. 20.40 Lakhs**

OR

02 (two) similar completed works each costing not less than **Rs. 25.50 Lakhs**

OR

01 (one) similar completed work costing not less than **Rs. 40.80 Lakhs**

Note:

"Similar work" means Operation, maintenance and control of STP, ETP etc.

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

- c. The bidders applying as MSEs/Startups (whether MSEs or otherwise) shall be eligible for relaxation of norms with regard to prior experience (Please refer SIT provision for GIT clause No. 31 under Section III: Special Instructions to Tenderers (SIT)).

Note: Photo copies of PO / WO / Work completion certificate executed by the firm or the certificate issued by the customers to that effect for the above qualifying criteria should be submitted along with your offer and details to be filled as per table no.2 of "Bidder's Credentials : Annexure-L". All experience, past performance related data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified by BRBNMPL from the parties for whom work has been done.

II. Financial Criteria :

a. Average Annual Turnover :

- i) Average Annual turnover of the bidder during last three years ending 31.03.2020 should be more than **Rs. 15.30 lakhs**.
- ii) The bidders applying as MSEs / Startups (whether MSEs or otherwise) shall be eligible for relaxation of norms with regard to prior turnover. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)' and Annexures for details].

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

- b. **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. Relaxation on financial strength for Class-I and II Local Suppliers may also be considered as per para 10 a and b of revised Make in India Order.

Financial Support From Holding Company: 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 Bank Guarantee to cover the obligations of the Bidder under the Tender in case of any defaults. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

- i. However, the bidder is **required to qualify in all other criteria** like experience, past performance and capacity/capability as specified in the tender.
- ii. Credentials of the partners of Joint ventures cannot (**repeat cannot**) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
- iii. To avail Financial Support of the Holding / Parent Company an Undertaking is to be submitted from the Holding / Parent Company, on the letter head of the Holding Company, as per the format given in the **Annexure - K** and a Performance Guarantee to that effect as given in **Annexure - J**.
- iv. *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.*

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

III. Statement of Financial Standing:

Following documents are required to be submitted by all bidders along with the bid as part of Pre-Qualification Criteria (Section IX of tender):

The bidders will be required to submit a self-certified statement of their turnover and net worth details to be filled as per table no.1 of "Bidder's Credentials Annexure-L".

The bidders are also required to submit the self-certified Income Tax Return (IT) copies of Financial Years 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement.

IV. Original Service Provider/manufacturer may submit their offer directly or through their Authorized Dealer/Distributor/Representative.

V. Bids of bidders quoting as Authorised Dealer/Distributor/Representative of a Principal Manufacturer / OEM, except in case of Commercially-Off-the-Shelf (COTS) items, will be considered as qualified, provided:

Their Principal Manufacturer/OEM meets all the criteria above without exemption.

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

The Bidder himself should have been associated, as authorized Dealer/Distributor/ Representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 30.04.2021.

Either the Principal Manufacturer/OEM or its authorized dealer/ distributor/representative can bid but both cannot bid simultaneously in the same tender.

One Principal Manufacturer/OEM can authorize only one dealer/ distributor/representative for a particular tender. Similarly, one authorized dealer/distributor/representative can represent only one Principal Manufacturer/OEM in a particular tender.

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

VI. Other requirements:

- a. "Bidders Credentials" to be submitted as per Annexure -L
- b. The tenderer shall enclose a declaration regarding their "blacklisting / debarment" if any, by BRBNMPL/Government of India/PSU in the past 5 years and "Confidentiality statement" duly signed and stamped as per Annexure-A.
- c. "GST Registration details" to be submitted as per Annexure-I.
- d. "NEFT Mandate form" as per Annexure-B or NEFT details with copy of cancelled Cheque.
- e. [Existing vendors can submit the photo copy of earlier submitted document which shall include the signature of bank authorities].
- f. 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 submitted as per Annexure-H (if applicable).
- g. The Contractor should have valid PAN, GST registration and copies of same to be submitted.
- h. Filled in Section VII including Compliance statements – Technical & Commercial.
- i. Filled in Section XII: Questionnaire.
- j. Undertaking for minimum local content as per Annexure-F point-5 (if applicable)
- k. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT, as per the format in Annexure-F
- l. Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.
- m. All the pages of the tender document should be signed and seal should be affixed for accepting the terms and conditions.

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

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

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

Section X: Tender Form

To Date:

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.07/SAL/MMD-MAINT/2021-22 dated 10/07/2021 for OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM at BRBNMPL, Salboni.

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... "**OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK 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 3% 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 "**OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM at BRBNMPL, Salboni**" exactly as per Scope of work and 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.
6. I declare that I have understood the item and I shall supply material of the exact specification.
7. We confirm that the quoted prices will remain firm and there would not be any price escalation during the Contract period.
8. We also confirm that we abide by all the tender conditions and we do not have any counter conditions.
9. 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.
10. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

Dated this _____ day of _____

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

Section XI: Price Schedule

PROFORMA OF PRICE BID FOR "OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM at BRBNMPL, Salboni"

M/s_____

Date:.....

To
The General Manager,
BRBNMPL, P.O.RBNML, Salboni – 721 132.

Dear Sir,
Sub: Price Bid for "OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM at BRBNMPL, Salboni"

Ref: Your Tender Enquiry No 07/SAL/MMD-MAINT/2021-22, dated 10/07/2021

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

(All figures in INR)

Sl. No	CATEGORY	Per day minimum Wages as per Latest Order. (W.E.F 01.04.2021) Annexure-	No. of Employees to be deployed on daily basis. (A)	Quoted Unit Rate (Rs.) (Category Wise) (B)	Total Amount/Day C=(AxB) in Rs.	Total per Annum (for 365 days)in Rs (C x 365)
01	Supervisor (Highly Skilled)	714.00	01			
02	Highly Skilled	714.00	04			
03	Skilled Operators & Chemist	609.00	04			
04	Semi-Skilled	505.00	02			
05	Unskilled	431.00	02			
06	Total		13			
07	Total Salary : (Basic + D.A) for 13 Employees per Annum					
08	P.F. @ 13 % on Sl.No.7					
09	Bonus (as per Payment of Bonus act 1965 – 8.33% of Basic + DA) on Sl.No. 7					
10	ESI @ 3.25 % on Sl.No 7, if applicable.					
11	If ESI is not applicable quote for cost towards Workmen Compensation Policy and Medical Insurance per annum.					
12	Uniform - 2 sets and industrial Shoe -one pair per annum for Employees(Fixed for 03 years)					
13	Total per annum(Sl.no.07+08+09+10+11+12)=					

14	Administrative & other Expenditure (towards fulfilling all other contractual obligation as per the scope mentioned in section VII per annum (Fixed amount for 03 years of Contract)	
15	Total per annum(Sl no 13 + Sl no 14)=	
16	Profit (Fixed amount for 03 years of Contract) on Sl no 15	
17	Total per annum(Sl.No 15 + Sl.No 16) =	
18	GST @ 18 % on Sl.No.17	
19	Grand Total amount(Sl.No.17 + Sl.No.18)=	
Grand Total Amount for annum in Words:		

NOTE: If the quoted rate is based on minimum wages, then Notification No & date, issued by Labour Enforcement Officer (Central / State Govt) should be mentioned

***Price should be quoted exactly as per the format.**

NOTE:

- 1.Tender will be finalized on Overall Lowest (L1) quoted price and then Contract will be awarded accordingly.
- 2.Price should be firm and should not be any price escalation during the contract period, other than Daily Wages and additional statutory payments mentioned at Sl. no.01 to Sl. no.10
- 3.Price should be quoted exactly as per the format given above.
- 4.Price bids with conditions / Counter conditions are liable for rejection.
- 5.Bidders are required to quote the price within 2 decimal place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.
- 6.The price breakup shall be quoted based on the minimum wage notification No. 1/20(3)/2021-LS-II dated 23/04/2021 w. e. f. 01.04.2021. Subsequent wages shall be considered for reimbursement as per the revision of notification during the tenure of the contract on submission of documentary evidence regarding release of payment to the labours
- 7.Contract labour shall be provided with leave with wages as per entitlement under Factories Act. However, payment will be made based on daily deployment of manpower as per the "Daily Wage Register"
- 8.The expenditure to be incurred towards gratuity, canteen allowance, overtime, national holidays, appropriate insurance, overheads, compliance of statutory requirements/payments, police verification; PPE safety gadgets for all the workers etc. should be included in the administrative charges. No additional reimbursement shall be entertained.
- 9.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.
- 10.Bidders are advised to sign on all the pages of the Price Bid.
- 11.Bidders may ensure there are no corrections/ over writings in the Price Bid. If any discrepancy is found between the amount in figures and words, Amount in words will be taken as final quoted amount.
- 12.If quoted rates are less than the minimum wages as per the latest notification (Central/State govt. whichever is higher) then minimum wages as per notification will be considered for price bid evaluation and accordingly order will be placed.

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.

It is understood that, purchase preference will be given to the participating bidders registered under MSEs/Startups (whether MSEs or otherwise)/Class-I Local Suppliers as per **SIT provision for GIT clause No. 35.2 & 35.3** given under Section III: Special Instructions to Tenderers (SIT).

Thanking you,
Yours faithfully,

(.....)

Name & Signature with date

Seal

Firm

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: a) Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) and/or the present BRBNMPL and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration b) Are you currently registered under the Indian Companies Act, 2013 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	

8.	Please indicate name & full address of your Banker(s):	
9.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.	
B	Declarations :	
01	We have enclosed herewith DD No : _____ / proof of payment of Rs.500/- as Tender Fee against this tender (if applicable). (Tick whichever is correct)	YES/NO
02	We have enclosed Bid Security Declaration as per Annexure-C	YES
03	We confirm that we possesses the necessary technical competence and financial resources as mentioned in Section - IX of this tender document, to ensure carrying out the job, as per your Tender specifications and delivery schedule. Necessary documents like copies of PO/WO, P/L Accounts, and Balance Sheets are enclosed.	YES
04	We confirm having been in the business continuously for the last three years.	YES
05	We confirm that we have quoted exactly for the tendered product as per your specifications and Scope of Work given in Section VII.	YES
06	We confirm that the Price bid is quoted exactly as per the format given in Section - XI of this tender document.	YES
07	We confirm that there would not be any price escalation (Except Statutory Charges) during the validity period.	YES
08	We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance.	YES
09	We have enclosed Confidentiality statement and Declaration duly signed.	YES
10	We have enclosed duly filled GST related details.	YES
11	We have enclosed National Electronic Fund Transfer Mandate Form duly filled up & signed.	YES

12	We have enclosed MSME registration details. (If Applicable) (Tick whichever is correct.)	YES / NA
13	We have not mentioned price indication anywhere in the Technical bid. Price bid is submitted in a separate sealed cover.	YES

MANDATORY DETAILS:

Sl. No.	Particulars	To be furnished [please attach the copies]
1.	GST No.	
2.	PAN No.	
3.	HSN Code	
4.	MSME Registration, if any	Valid till:
5.	NSIC Registration, if any	Valid till:

Note: Techno-commercial bid without Copies of documents in support of eligibility criteria etc. as mentioned in tender, Cost of tender form, Compliance Statement / Declaration by Tenderer & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected.

.....

(Signature with date) **Seal**

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

For and on behalf of

(Name, address and stamp of the tendering firm)

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.-----

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

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

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

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

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

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

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

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

Section XVI: Contract Form

.....
(Address of BRBNMPL's office issuing the contract)

Contract No dated

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

1. Name & address of the Supplier:

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

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

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

- i) General Conditions of Contract;
- ii) Special Conditions of Contract;
- iii) List of Requirements;
- iv) Technical Specifications;
- v) Quality Control Requirements;
- vi) Tender Form furnished by the supplier;
- vii) Price Schedule(s) furnished by the supplier in its tender;
- viii) Manufacturers' Authorization Form;
- ix) BRBNMPL's Notification of Award

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

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

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

Total value (in figures) (In words).....

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

(b) Designation and address of BRBNMPL's inspecting officer

(v) Destination and dispatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

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

For and on behalf of

Received and accepted this contract

.....

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

For and on behalf of

.....

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

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

The General Manager

.....

Unit Address

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

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

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

NOTE:

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

Signature of bidder
With date and seal OR

Officer authorized to sign bid document on behalf of the bidder

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 date

Name :

Seal

Declaration

We confirm that our firm has not been blacklisted / debarred by BRBNMPL / PSU/ Government of India in the past 05 years ending as on date.

Yours faithfully,

()

Signature with date

Name:

Seal

Annexure - B**NATIONAL ELECTRONIC FUND TRANSFER (NEFT)****Model Mandate Form**

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

Name of the scheme and the periodicity of payment

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

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

(.....)
Signature of Customer

Date:

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

Bank's Stamp:

Date:

(.....)
Signature of the authorized official of the Bank

Annexure-C

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
No.....for

Dear Sir,

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

Place: _____ Signature: _____

Date: _____ Name: _____

Designation: _____

Authorized Signatories

Seal

Annexure - D

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

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
 - 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
Can be Split	L1	Full order on MSE
	Not L1 but within L1+15%	At least 25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
19. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.
20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
 - 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
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 Type	Tender value	Eligible bidder	Relaxation
1	There is sufficient local capacity and competition	OTE/NCB	Any value	'Class-I Local Supplier'	Relaxation (as per para 10 (a) and (b) of order)
2	There isn't sufficient local capacity and competition	OTE/NCB	< ₹200 Crore	'Class-I Local Supplier' 'Class-II Local Supplier'	Relaxation (as per para 10 (a) and (b) of order)
		GTE/ICB	Any value*	'Class-I Local Supplier' 'Class-II Local Supplier' 'Non-Local Supplier'	Relaxation (as per para 10 (a) and (b) of order) to Class-I and Class-II Local Suppliers

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

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

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

- If L1 is 'Class-I Local Supplier' - 100% awarded to L1
 - If L1 is not 'Class-I Local Supplier' - 50% awarded to L1
- Remaining 50% awarded to lowest bidder among 'Class-I Local Supplier' falling within L1+20% subject to matching L1 price

- If unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I Local Supplier' bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
- If some quantity is left uncovered on 'Class-I Local Supplier', then such balance quantity can be ordered on the original L1 bidder

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

- If L1 is 'Class-I Local Supplier' – 100% awarded to L1
- If L1 is *not* 'Class-I Local Supplier'
 - Lowest bidder among 'Class-I Local Supplier' falling within L1+20% is invited to match L1 price – contract awarded subject to matching L1 price
 - If unable to match L1 price, next lowest 'Class-I Local Supplier' bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - If none of the 'Class-I Local Supplier' bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder

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

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

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.*

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

L1 bidder is neither MSE nor Class-I Local Supplier

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

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

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

Note:

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

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

Annexure – 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:

Sl No	Particulars	Details ✓(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)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I Local Supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor/ authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Are your registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange <input type="checkbox"/> (Tick agency with whom you are registered along with Regn No.) Regn No.
7	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	In case you are both a valid MSE bidder and Class-I Local Supplier (Make in India Policy),	<input type="checkbox"/> MSE <input type="checkbox"/> Class-I Local Supplier

SI No	Particulars	Details ✓(Please Tick)
	please give your preference. (Please tick any one)	
9	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____% <input type="checkbox"/> Not applicable for this tender

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: -

- We are a Micro / Small Enterprise, as on bid closing date of this tender.
- We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- We are a '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.
- We are a Micro / Small Enterprise which is owned by SC-ST/women entrepreneurs and we are submitting valid documentary evidence for the same.

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

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

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

.....

Authorized Signatory

(With Company Seal & Signature)

Annexure-I**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	REGULAR COMPOSITION CONSUMER UNREGISTERED
PARTY TYPE	DEEMED EXPORT SEZ 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)

Annexure-I

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

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

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

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

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

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

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

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

Signature of the authorized officer of the Bank

_____ (Name)

_____ (Designation)

Seal and Address of the Bank

ANNEXURE "K"

ON THE LETTER HEAD OF THE HOLDING COMPANY

Ref. :- _____

Date: _____

To,

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

ANNEXURE "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 Authorised person of the Bidder firm who is signing tender / bid documents. }

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

Sr. No.	Financial Year	Annual Turnover in (Rs.)	Net worth (+/-) in (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2017-18				
b.	2018-19				
c.	2019-20				
Avg. Annual Turnover					
Required Average Annual Turnover \geq Rs.15.30 Lakh					

Note (if any) :

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 31.03.2021)

Sl.no	Description 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:						

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)

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

ANNEXURE - N

PROFORMA OF SERVICE LEVEL AGREEMENT (SLA)

(To be executed on non-judicial Stamp Paper)

This agreement made this.....day of2021 between BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED, SALBONI.(hereinafter referred to "Owner or BRBNMPL, SALBONI which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part andhaving its Registered office at(hereinafter referred to as "Contractor" or "X"name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

NOW THEREFORE THIS DEED WITNESSE WITH AS UNDER :-

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.

The client, BRBNMPL SALBONI, depends on existing installation and allied equipments, operated, maintained and supported by the Contractor under the Operation and Maintenance Contract. The system installed is of critical importance to the business of the client as well as the obligations of the client to the public at large.

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.

b) Description of services provided

The Contractor shall provide services as given in the tender document under the head 'Specification and Scope of work' and given as under:-

The Contractor shall be required to provide the Support Services (including O&M) so as to operate & Manage Sewage Water Treatment Plant and Network including all the equipment, installations such as Sewage Treatment Plant I & II, Lift pump house, sewage water pipeline and manuals network with allied equipments, under the contract, Operation and maintenance by Contractor for the utility in order that they meet the availability requirement as specified in the document.

Support Services shall be provided by Contractor in order that maximum uptime & performance levels of Sewage water treatment network installed or otherwise are ensured. As such, Contractor is expected to provide services as per prevailing IS standards (wherever applicable) and latest amendments, other prevailing statutes/ guidelines with performance levels meeting or exceeding those mentioned in Service Level Agreement (SLA) agreed between utility & Contractor.

To achieve the desired Service Levels, the Contractor may need to interact, coordinate and collaborate with the other Service Providers as required. The Contractor will act as the Single Point of Contact for all issues relating to the Service Levels. The Contractor will have the responsibility to deal with his material

supply vendors (during warranty period) / other vendors as selected by utility during the O&M period as the case may be, to provide the services at agreed service levels.

c) Liquidated Damages and Penalties for O/M works:

The basis for applying penalties is to restrict Contractor from disposing all raw/treated waste water at the service area – as per fixed schedule and as per stipulations prescribed in the tender.

The Contractor is also expected to carry out the instructions of the BRBNMPL, Salboni or its representative from time to time, maintain the System in accordance with good Operating Practices attend to Customer complaints, refrain from offering operations without due authorization where so required and follow other requirements under this Contract.

The Contractor shall be subject to the following liquidated damages and penalties for its failure to carry out its operations as indicated below:

Basis of Penalty	Penalty Benchmark	Penalty Value
Failure to maintain BOD/COD/SS/Oil/grease/pH levels within prescribed limits. Detected as per reports of daily samples by the Authority and outlet quality to be achieved as per tender provisions	Up to 2 Occurrence/month	----
	2 to 5 Occurrences / month	0.5% of per day contract value per occurrence
	5 to 10 occurrences/month	1% of per day contract value per occurrence
	Above 10 Occurrences/month	Termination
Not maintaining optimum wet well level of pumping station	Up to 2 Occurrences / month	Nil
	2 to 20 Occurrences / month	0.5% of per day contract value per occurrence
	Above 10 Occurrences / month	Termination
Inadequate maintenance of facilities / System	For each case detected.	1% of per day contract value per occurrence
Inappropriate de-silting of sewers and clearing of silt in premises.	Per Occurrences	1% of per day contract value per occurrence
Inadequate contingency plan	For each case submitted.	0.5% of per day contract value per occurrence
Delay in recording wet well levels, Pumping details	Per Occurrence	0.5% of per day contract value per occurrence
Duty staff not wearing uniform or it being dirty.	Per Occurrence	5% of individual wage per day per occurrence
Non-attendance of Customer complaints in time or adequately	Per Occurrence	0.5% of per day contract value per occurrence

d) Intellectual Property & Confidential Information

The Parties agree that all details, plans, manuals documentation, specifications, schedules, programs, reports, calculations and other work relating to the Facilities and / or Systems and the provision of operations pursuant to this Contract (hereafter 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 property of the Authority. The determination of information as Proprietary Materials shall be made at the sole discretion of the Authority.

The Contractor shall have an irrevocable royalty-free, non-exclusive license to use the Proprietary Material during the term of this contract for all purposes connected with fulfilling its obligations hereunder. However, this license shall not be transferable to any party other than to a permitted assignee under this Contract. Such license shall not continue after the suspension or termination of this Contract or the discharge by the Contractor of its duties hereunder.

e) Confidentiality

The Contractor shall cause the persons related to the Operator 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 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 Contractor 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 Facilities 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.

f) Assignment

The Contractor shall not sub contract the whole of the operations or a substantial part thereof. Except where otherwise provided by the Contract, the Contractor shall not sub contract any part of the operations without the prior consent of the Authority. 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.

The Contractor shall not be required to obtain such consent for:

- The provision of labour
- The purchase of materials specified in the contract.

g)Default of Contractor

Event of Default

- 1.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 within a reasonable time.
- 2.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.
- 3.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 Operations in accordance with the Contract and pursuant to the Commencement date; or failed to complete the Operations within the time stipulated for completion.
- 4. Gross misconduct of the Contractor
- 5. Despite previous warning in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract.
- 6. Contractor persistently fails to follow. Good operating practices in execution of the Contract.
- 7. 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 the Engineer.
- 8. The Contractor stops providing the operation for one day and the stoppage has not been authorized by BRBNMPL, salboni.
- 9. 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 the authority.
- 10. If the Contractor is in breach of any law or statute governing the operations.
- 11. 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 the Authority.

Consequences of Default

1. It is a default by the Contractor is said to have occurred pursuant to the Authority may after giving three days notice to the Contractor enter upon the Site, the facilities and / or system and 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. The Authority may use so much of the Contractor's equipment, temporary works and materials as it may think proper.
2. If the Contract is terminated because of an Contractor's event of default, the Authority 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 Authority exceeds any payment due to the Contractor the difference shall be a debt payable to the Authority,
3. If the Contract is terminated because of an Contractor's event of default, all materials on the site, plant, equipment and temporary works shall be deemed to be the property of the Authority.
4. Unless prohibited by law, the Contractor shall, if so instructed by the authority within 3 days of such entry and terminated referred to, assigns to the Authority the benefit of any Contract for the supply of any goods or materials or operations which the Contractor may have entered into for the purposes of the contract.

h) Risks, Indemnification's & Insurance

I. Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the risks stated, is the responsibility of the Contractor.

II. Indemnification

The Contractor shall indemnify and keep indemnified the Authority against all losses and claims for injuries or damage any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

III. Insurance

The Contractor shall provide in the joint names of the Authority and the Contractor insurance cover from the Commencement date to one year beyond the end of the Contract Period for the Contractor's risks covering:

- Loss of or damage of property (except the Facilities, System and Equipment) in connection with the Contract.
- Personal injury or death; and
- The Contractor's All risk (CAR) Insurance Policy.

The Contractor may at its own discretion provide for the following insurance covers

- Loss or damage to the Facilities and / or System and
- Loss of or damage to equipment.

The Contractor shall deliver policies and certificates to the BRBNMPL, salboni addressing Competent Authority for an approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

i) Force Majeure

I. Force Majeure Events

A Force Majeure Event as defined is said to have occurred if any such event arises after the issue of the Letter of Award of Contract and extends for a period greater than thirty days, outside the control of both parties, thereby rendering it impossible or unlawful for either party to fulfill its contract obligations under the law governing the Contract. The Force Majeure Events are:

- War, invasion, mobilization, requisition or embargo;
- Rebellion, revolution, insurrection or military or usurped power or civil war.
- Contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- Riot commotion or disorder, unless solely restricted to employees of the Contractor
- Floods and any other calamity resulting from climatic imbalances and
- Provided always that such events are beyond the control of the parties and have a materially adverse effect on the operations.

The Contractor shall be under no liability whatsoever in consequence of any of the Force Majeure events referred to in this clause whether by way of indemnity or otherwise.

Both parties shall be released from further performance pursuant to any Force Majeure events occurring outside the control of both parties and extending for a period greater than 180 days.

If the Contract is frustrated by a Force Majeure event, the Competent Authority shall certify that the Contract has been frustrated. The Contractor shall make the site safe and stop operations as quickly as possible after receiving this certificate.

II. Consultation and Duty to Mitigate

For so long as the period of Force Majeure is continuing the affected party shall consult with the other parties on the period and effect of the Force Majeure event, and the affected party shall use all reasonable endeavors to alleviate its effects on the performances of its obligations under this contract. The other party shall afford reasonable assistance to the affected party to alleviate the effect of the Force Majeure event on

the performance by the affected party of its obligations under this Contract. The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the same during the subsistence of such Force Majeure Event.

III. Consequences of Force Majeure

If and to the extent that any of the Force Majeure events listed above results in loss or damage to the Facility and / or System the Contractor shall promptly give notice to the Authority. The Authority may direct the Contractor to rectify this loss or damage to the extent required by the Authority at costs to be mutually agreed between the parties. The Contractor shall expeditiously rectify the loss or damage and shall be entitled to payment of such costs. In the event that the parties are not able to reach an agreement on the cost of rectification, the Authority may carry out the rectification works by itself or through any agency nominated by it. The Contractor shall provide all cooperation required to complete such rectification expeditiously.

j) Resumption of Performance

When the affected party is able to resume performance of its obligations under this Contract, it shall give to the other party a written notice to that effect and shall promptly, and in any event within 3 days resume performance of its obligation hereunder:

- The obligations and liabilities of the parties under this contract would continue as long as Force Majeure event does not impede the performance.
- There shall be no penalty / liquidated damages applicable in the period of subsistence of a Force Majeure.

k) Taking over Process

At the end of the Contract period and subject to the provisions or its earlier terminations except on account of default of the Contractor, the Contractor shall request the Competent Authority to take over the Facilities and / or System. The Authority shall take over the facilities and / or System within 7 days of such a request being made. The Contractor shall:

- Cease all further operations except for such operations as may be necessary and instructed by the Authority for the purpose of making safe or protecting those parts of the Facilities and / or System and any operations required to leave the Site in a clean and safe condition.
- Hand over all documents and supplies for which the Contractor has received payment and
- Remove Contractor's equipment which is on the Site and repatriate its entire staff and labor from the site.
- Provide adequate training to ensure complete transfer of technology of entire operation & maintenance of systems/automation etc. to the successor Contractor to the satisfaction of the Engineer.

The Authority shall any time, within a period of 90 days from the Completion Date or Termination Date as applicable, carry out an independent assessment of the facilities and / or system departmentally or through a Successor Contractor. Any deficiencies in the facilities and/ or System shall be made good by or at the cost of the Contractor so as to bring the facilities and or /system into Good Repair and proper working condition as handed over at the Commencement Date and subsequent works done pursuant and normal wear and tear excepting.

1).General Requirements for Operation and Maintenance

The Contractor shall operate and maintain the entire Plant within its contract price for a total operation and maintenance period of 365 days or(one year) from the date of taking over of the plant (or such unit) by the Employer. The operation and maintenance period shall include the defect liability period and shall commence from the date of taking over by the Employer. All necessary repairs, maintenance, overhaul, replacements etc., shall be made during the O & M to maintain the Plant at the status of formal handing over after the P G test. At the end of O & M period the plant shall be handed over to the Employer in fully functional and new condition except normal wear and tear.

1. Operation and Maintenance including Civil, Electrical, Mechanical and all allied works
2. Sampling and testing of influent sewage based on the tests and frequency desired by the Employer's representative and in general in accordance with the manual on Sewerage and Sewage Treatment.
3. Sampling and testing of additional samples for the day to day O & M of the STP and as mutually agreed from time to time between the Contractor and the Employer's representative.
4. Sampling of final treated effluent to ensure that the guarantee parameters are as stipulated in the bid document. The sampling frequency to be as per relevant norms of State Pollution Control Board or higher as decided by Employer's representative. The Employer reserves right to collect samples at random at the will of the Employer through any agency nominated by him. Employer shall have right to seek part of sample collected by the Contractor without any prior intimation to cross check the results on random basis. However the analysis charges of such samples shall be borne by Employer.
5. O & M of all functional and utility buildings, infrastructure and common areas Within the Plant campus.
6. Proper maintenance of Water Supply, Sewerage, Roads, Paths, lawns Including trimming and upkeep of gardens etc.,
7. Maintenance of Proper records of sampling as per approved Performa.
8. Loading, Unloading and Transportation of screenings, Wet sludge and wet grit out of treatment Plant site at his cost as directed by Employer's representative within 20 km from the Plant at the place as directed by the Employer's representative from time to time. The wet sludge shall be collected and disposed of by the Contractor. Any revenue accruals by sale of sludge shall be to the benefit of the Contractor.
9. Maintenance of log books of all the machinery shall be done separately & collectively, at the STP daily and monthly reports of all such machinery and parameters shall be submitted and shall be got approved by the Employer's representative. These reports shall contain sufficient appropriate and adequate data to make the records meaningful and amenable to analysis for evaluating the performance of the Plant as well as to help in O & M decisions.
10. Security of the campus and contents therein shall be Contractor's responsibility.
11. The records maintained by the Contractor shall be produced periodically to the Employer's representative for proper monitoring. The Employer's representative's remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the Employer monthly, quarterly and yearly containing salient features.
12. The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment The O & M shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.

The operation, maintenance and repairs services shall be performed according to the following.

Down time: The Plant shall never be operated at less than 50% of its design capacity due to maintenance and repair reasons. The period of such exceptional operation shall not exceed two consecutive days and

shall not be more than three days a week. The maximum downtime of the whole Plant shall not exceed 8 hours. The periods for repairs and maintenance have to be communicated to the Employer's representative at least one month in advance. For machinery and equipment which requires maintenance to be carried out by manufacturer/ manufacturer's authorized representative, the down time shall not exceed 30 days. Employer reserves the right to impose penalty, should there be any default by Contractor on this account. The penalty amount will be deducted in the next O & M bill if adequate resins are not furnished by the Contractor for delay.

Operation of the Plant as per O & M Manual: The Plant shall be operated according to the rules and procedures laid down in the O & M manual. The Plant must be in position to work at the design capacity at any time.

Awareness & Cleanliness

The Contractor and his staff shall maintain a high degree of awareness in operation and maintenance of the Plant and all relevant safety codes and procedures. At all times the Plant, its equipment and surrounds shall be kept clean and in order' including the buildings, floors, walls, roofs, windows, and garden etc.

Frequency of Preventive maintenance

Maintenance shall be carried out according to the preventive maintenance schedule of the Plant. The regular staff may be reinforced with short-term specialists by the Contractor for special maintenance tasks, after duly informing the Employer's representative of the need and the schedule.

Repairs shall be made as and when needed very promptly on the spot or at the Contractor's / Manufacturer's workshop. The need of repair on the spot or at the Contractor's workshop has to be defined in co-ordination with the Employer's representative and according to the status of spare parts availability.

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory have to be approved by the Employer's representative.

Transportation: All necessary transportation shall be arranged and made by the Contractor at his own expense.

Consumables: The Contractor has to ensure that there is always there is sufficient stock of 15 days of consumables, laboratory

Chemicals: The Contractor has to ensure that minimum stock of 30 days requirement chemical (if applicable).

m) GENERAL OBLIGATION

The Contractor will submit a detailed operation and maintenance plan for approval of Employer's representative. All operation and maintenance activities shall be carried out strictly in accordance with the approved plan. The services shall include but not be limited to the following items.

- a) Operation and maintenance of the sewage treatment plant from the inlet chamber up to disposal into Existing Nallah,
- b) Training for the O & M staff of designated by Employer's requirement.
- c) Generation and maintenance of periodic reports.

n) OPERATION**Operational services**

The Contractor shall operate the complete sewage treatment Plant and associated services on a continuous 24-hour basis.

The Contractor shall operate and utilize the control and monitoring systems provided, If found necessary, he shall make adjustments (within the operation range) of the control system and equipment, so that the Plant operation matches the treatment process requirements.

If it is determined that the facility is not capable of meeting the design parameters for any reason beyond the Contractor's control and not attributable to him, the Contractor shall determine the specific cause of failure/ abnormality in the Plant functioning and report to the Employer's representative and seek his directives on the necessary corrective action to be taken/adopted.

The Contractor will be required to furnish the details of electricity consumption in the format prescribed by the Employer's representative.

All consumables, and spare required operating and maintaining the Contractor shall be provided by the BRBNMPL, salboni. The grit, Screenings, Wet sludge and other garbage generated in the plant shall be removed from the site on daily basis. No accumulation of such residues shall be permitted within the Plant campus without express application by Contractor giving adequate reasons as well as permission of Employer's representative. The Contractor shall such residues in conformity to Environmental regulations/ rules in force. The Employer's Representative may, if required, decide the mode and timing of disposal of such residues in consultation with concerned Environmental and Civic Authorities. Such directions shall be followed by the Contractor promptly, both in letter and spirit, without any reservations and without any increase in O&M /other costs. The loading, unloading and transportation cost of these shall be borne by the Contractor and shall be included in the price quoted by the Contractor for O&M.

The Contractor at his own expense shall provide all tools, cleaning, and house keeping equipment, security and safety equipment

Laboratory services

The Contractor shall perform all tests, sampling and analyses regularly as approved by the Employer's requirement and as per the O & M standards.

Minimum test requirement mentioned below: **P^H, BOD, COD**

o) BREACH OF SLA:

In case the Contractor does not meet the service levels mentioned above, for maximum one week, the BRBNMPL SALBONI will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such case:-

- a. The BRBNMPL SALBONI will issue a Show cause notice to the Contractor.
- b. The Contractor should reply to the notice with three working days.
- c. If the BRBNMPL SALBONI is not satisfied with the reply, then BRBNMPL SALBONI will initiate termination of the contract proceedings as per the tender document.

p) EXCLUSIONS:

The Contractor will be exempted from any delays or slippages on SLA parameters arising out of delay in execution due to delay (in approval, review etc) from the BRBNMPL SALBONI's side. Any such delays shall be put up to the notice of engineer in charge by the Contractor promptly.

q) MONITORING AND REVIEW/ AUDITING:

The BRBNMPL SALBONI may review the performance of the Contractor against the SLA parameters weekly or at any periodicity defined in the contract document. The review report will form the basis of any action relating to imposing penalty or breach of contract. Any such review can be scheduled or unscheduled. The results will be shared with the Contractor. The BRBNMPL SALBONI reserves the right to appoint a third party agency to validate the outcome of the performance under SLA. The SLA performance reports shall depict actual versus target parameters and analysis and discussion on appropriate issues or significant events.

r) SLA AMENDMENT: It is acknowledged that this SLA may change as BRBNMPL SALBONI's business needs evolve over the course of the contract period. Both the parties may amend this SLA by mutual agreement.

s) CONTRACT AND SLA:

It is expressly agreed to by the Contractor that non withstanding the fact that the agreement is termed as Service Level Agreement or indicates the break-up of the SLA consideration, for convenience of operation and for payment of taxes on services portion, it is however in fact a part of the contract agreement and thus considered as one composite contract on single source responsibility basis and the Contractor is bound to perform the total contract along with SLA in its entirety and non-performance of any part or portion of the contract or SLA shall be deemed to be a breach of the entire contract.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day month and year first above mentioned at (Place of Agreement)

..... (Contractors Signature)
(Printed Name) (SIGN & SEAL)

ANNEXURE- O**Minimum Wages Details w.e.f. 01/04/2021**

The details of Minimum Wages in respect of different categories of Contract Workers with effect from April 01, 2021 to June 30, 2021 are given in the table:

Category	Minimum Wages w.e.f. 01/04/2021 to 30/06/2021 (Rs.)
Un-Skilled	431.00
Semi-Skilled	505.00
Skilled	609.00
Highly Skilled	714.00

Check List for Tenderers	
Please ensure that	
1	<p>The First sealed cover should contain :-</p> <p>All the pages of Section I to X, XII, XIV, XVII duly filled, signed and stamped, by authorized signatory of the Company</p> <p>Documents in support of Qualification/Eligibility criteria (Section IX) etc.</p> <p>Copies of Professional Tax, PAN, GST No. etc. to be submitted.</p> <p>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.</p> <p>Cost of Tender form: Rs.NIL/- (if directly downloaded from website), Rs.1,500/- (if obtained from Purchase Section, BRBNMPL, Salboni)</p> <p>Bid Security Declaration (Annexure-C).</p> <p>Annexure-L duly filled and stamped</p> <p>Any other documents as mentioned in our tender.</p> <p>No price indication should be mentioned in this part.</p> <p>The cover should be super-scribed as ‘Techno-commercial Bid (Part- I)</p> <p><u>Tender No.07/SAL/MMD-MAINT/2021-22 for “OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI”.</u></p>
2	<p>The Second sealed cover should contain :</p> <p>Price bid as per Section - XI – Price schedule, to be filled, stamped and signed.</p> <p>The cover should be super-scribed as</p> <p><u>“Price Bid (Part-II) -Tender No.07/SAL/MMD-MAINT/2021-22 for “OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL, SALBONI”</u></p>
3.	<p>All the above-mentioned two sealed covers are put in a Separate sealed cover super-scribing <u>“OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT AND ALLIED SEWAGE NETWORK SYSTEM AT BRBNMPL,SALBONI”</u>against TE-07/SAL/MMD-MAINT/2021-22 dated 10/07/2021, Due on 10/08/2021.”</p>
4	<p>All Correspondences should be addressed to:</p> <p>The General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd, PO: RBNML, Salboni - 721 132 Dist: Midnapore (West) West Bengal</p>

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