

LIMITED TENDER (Two-Bid)

“This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender. Participation in this Tender is by invitation only and is limited to the selected Bidders, who have been sent this Tender by Post / Courier. Unsolicited offers are liable to be ignored.”

Not Transferable

Security Classification: Non-Security

| | | |
|---|---|---|
| BNM No.: / (S) 16.16.02/2017-18 | Last Date & Time for submission of tender: | 10/11/2017 up to 11.30 AM |
| Dated: 17/10 /2017 | Tender opening Date & Time: | 10/11/2017 up to 11.30 AM |
| Cost of Tender form: Rs. 500/- (if directly downloaded from website), Rs. 750/- (if obtained from the address given below) | Earnest Money Deposit (EMD) (NEFT/Authorization form-Annexure -C should be attached) | R.s 18,000/- (Rupees Eighteen Thousand only.) |

TENDER DOCUMENT FOR “CONSTRUCTION OF NEW WATCH TOWER BETWEEN WATCH TOWER NO.– 4 & 5 at BRBNMPL, Salboni(W.B)”

Tender No:006/SAL/CIVIL/2017-18 dated 17/10/2017

This tender document contains: 47 pages

The tender document is sold to:

M/s. _____

Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri S. K. Chaurasia

Designation: Asst. General Manager

Email: skchaurasia@brbnmpl.co.in

Address:

Bharatiya Reserve Bank Note Mudran Private Limited

Maintenance Utility Section, PO: RBNML, Salboni

West Midnapore District, West Bengal - 721132

Phone No. 03227-280212/213, Extn- 4044/4057/4083

Fax: 03227-280744 & 280222

Alternative contact details:

Shri. N.J Borpatra

Asst. Manager

Email : navajitborpatra@brbnmpl.co.in

CHECK LIST

(Please fill this check list and attach with technical bid)

| Sl.No | Description | Enclosed | Remarks |
|-------|---|----------|---------|
| 1 | DD for Rs. 500.00 / Rs. 750.00 as Tender fee | Yes/No | |
| 2 | DD for Rs. 18,000.00 as EMD | Yes/No | |
| 3 | Tender Document Section I to Section XVII duly sealed and signed | Yes/No | |
| 4 | Technical Bid –Section XII (Duly filled) | Yes/No | |
| 5 | Confidentiality Statement & Declaration ‘Not blacklisted by Govt. Departments /BRBNMPL – Annexure-A | Yes/No | |
| 6 | Chartered Accountant certificate /PL statements certified by chartered Account as proof for Financial Soundness (shall highlight Turnover, Net worth and Profit) Annexure - B. | Yes/No | |
| 7 | NATIONAL ELECTRONIC FUND TRANSFER and Authorization form for encashment of Fixed Deposit – Annexure-C | Yes/No | |
| 8 | Consolidated details of Technical Bid requirements to be filled by the concerned party – Annexure -D | Yes/No | |
| 9 | PAN Card copy | Yes/No | |
| 10 | Copy of Tax (VAT/CST/SERVICE TAX) registration certificate | Yes/No | |
| 11 | Price bid is considered for material, labour charges, Transportation charges, all statutory levies, duties, laying, freight, handling, loading, unloading charges, delivery at your Press or any other charges to complete the work etc . | Yes/No | |
| 12 | EMD & Tender Fee in one sealed cover | Yes/No | |
| 13 | Technical Bid in one sealed cover | Yes/No | |
| 14 | Price Bid (Section X and XI) in separate sealed cover | Yes/No | |
| 15 | All the three sealed covers (Sl No-12, 13 &14) in one sealed cover | Yes/No | |

Seal and Signature

Contents:

| Section No. | Description |
|--------------------|---|
| Section I | Notice Inviting Tender (NIT) |
| Section II | General Instructions to Tenderers (GIT) |
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| Part II | Additional General Instructions Applicable to Specific Types of Tenders Tenders: |
| Section III | Special Instructions to Tenderers (SIT) |
| Section IV | General Conditions of Contract (GCC) |
| Section V | Special Conditions of Contract (SCC) |
| Section VI | List of Requirements |
| Section VII | Technical Specifications |
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| Section IX | Qualification / Eligibility Criteria |
| Section X | Tender Form |
| Section XI | Price Schedule |
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| Section XIV | Manufacturer's Authorization Form (Not Applicable for this Tender) |
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| Section XIX | Proforma for Bill of Payment |
| Annexure - A | Confidentiality Statement and Declaration |
| Annexure – B | Performa of Financial Turnover Certificate |
| Annexure - C | NATIONAL ELECTRONIC FUND TRANSFER and (Authorization form for encashment of Fixed Deposit) |
| Annexure - D | Consolidated details of Technical Bid requirements to be filled by the concerned party |

Section I: Notice Inviting Tender (NIT)

Tender No.006/SAL/CIVIL/2017-18

Dated:17/10/2017

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

| Schedule No. | Brief Description of Goods / Services | Quantity (with unit) | Estimated Value | Earnest Money | Time Completion Period |
|--------------|--|------------------------|--|--|---|
| 1 | Construction of New Watch Tower between Watch Tower - 4&5. | As per Price Schedule. | Rs. 8,70,000.00 (Rupees Eight Lakhs seventy Thousand Only) | Rs. 18,000 /- (Rupees Eighteen Thousand only) (NEFT/Authorization form-Annexure -C should be attached) | 06 (Six) Months from the date of issue of Work Order. |

| | |
|--|--|
| Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc. | Open Tender, Two bid (Techno Commercial bid and Price Bid) |
| Date of Sale of tender documents | Up to 11:30 hrs. on 09/11/2017 |
| Price of the Tender Document if obtained from website | Rs. 500.00 (Rs. Five hundred only) (non-refundable) |
| Price of the Tender Document if obtained from office | Rs. 750.00 (Rs. Seven hundred fifty only) (non-refundable) |
| Closing date and time for receipt of tenders | Upto 11:30 Hrs on 10/11/2017 |
| Place of receipt of tenders | Inward Dispatch Section, 1 st Floor Administrative Building, BRBNMPL, Salboni |
| Time and date of opening of tenders (Technical Bid) | 11:30 Hrs on 10/11/2017 |
| Time and date of opening of Price Bid | Shall be intimated to the technically qualified bidders. |
| Place of opening of tenders | Administrative Building, Ground floor, BRBNMPL, Salboni |
| Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT) | Shri S.K Chaurasia, AGM(Civil) |
| EMD for DGS&D / NSIC, registered firms | Please note that DGS&D / NSIC, registered firms are exempted from submission of requisite EMD. If the tenderer is registered under DGS&D/ NSIC, they have to clearly mention and submit a copy of supporting documents including Stores list. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/ NSIC, New Delhi. |

| | |
|--|--|
| Validity of tender | 120 days from the date of opening of the tender, this can be further extended for another 30 days. |
| Liability compensation for delay | At the rate of 0.5% (half percent) of the Total contract value per week of delay or up to maximum of 10% (Ten percent) of the incomplete contract value after which the contract stands rescinded. |
| Performance Security deposit /Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL. | Successful Bidders has to submit DD/FD or B.G. as performance security deposit for 10% (Ten percent) of the work order value less Earnest Money Deposit (EMD) in the prescribed format mentioned at Section-XV or DD/ FD should be in favor of BRBNMPL, Salboni, SBI Branch, Salboni. ((NEFT/Authorization form-Annexure -C should be attached). |
| Release of performance security deposit | After expiry of defects liability Period and Completion of all contractual obligations including defects rectification works intimated during DLP including warranty obligations if any. |
| Defects Liability period | 12 (twelve) Months from the date of virtual completion of work. |

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

3. Tender documents may be purchased on payment of non-refundable fee of Rs.750.00 (Rupees seven hundred and fifty only) per set in the form of account payee demand draft/ cashier's cheque / certified cheque, drawn on a scheduled commercial bank in India, in favour of BRBNMPL, Salboni, payable at Salboni.

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

5. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.

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

7. The sealed tender offer superscribed as **“Construction of New Watch Tower between Watch Tower - 4 & 5” against Tender Enquiry No.006/SAL/CIVIL//2017-18 dated 17/10/2017** should be addressed to **“The General Manager”, BRBNMPL, Salboni - 721132** so as to reach us on or before **11.30 Hrs on 10/11/2017**. **Tender Offers not super scribed as above are liable for rejection** Copy of each page of Tender documents should be duly signed & seal affixed and submitted along with the Techno-commercial bid as a token of acceptance of tender conditions.

- a. The first cover should contain i) DD for Rs.500/- towards cost of tender document ii) EMD amount of Rs.18,000/- as detailed in clause 18 of General instruction to Tenderer (GIT) and superscribed as **“Tender fee/EMD against Tender Enquiry No. 006/SAL/CIVIL/2017-18 dated 17/10/2017”**. In case, EMD is submitted in the form of FD, authorization as per attached format must be submitted.

- b. The second sealed cover should have signed tender documents, along with Techno-commercial bid as per Section XII and superscribed as "Technical bid against Tender Enquiry No. 006/SAL/CIVIL/2017-18 dated 17/10/2017" (Note : Price Bid should not be put in this cover)
 - c. The third cover should have price bid as per Section X and XI with superscription "Price BID – Tender No. Tender Enquiry No. 006/SAL/CIVIL//2017-18 dated 17/10/2017"
 - d. The above three covers should be put in a large single cover , sealed and properly superscribed as **"Construction of New Watch Tower between Watch Tower - 4 & 5"** against Tender Enquiry No. 006/SAL/CIVIL//2017-18 dated 17/10/2017. The tender offer may be sent by Regd. Post/ Courier. Parties desirous of handing over Tender Offer by hand should drop the Tender Cover in the Tender Box kept in the Administration Building, First Floor, after recording the offer details in the register kept on the tender box.
8. The tender documents are not transferable.

For and on behalf of BRBNMPL, Salboni

Sd/-

(S.K Chaurasia)
Asst. General Manager

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:

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

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

10.2 A tender, that does not fulfill any of the above requirements and / or gives evasive information / reply against any such requirement,

shall be liable to be ignored and rejected.

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.7 Additional information and instruction on Duties and Taxes:

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

12.8 Excise Duty:

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

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

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

12.9 Sales Tax/ VAT/ CST/ GST:

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

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

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

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

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

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

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

12.11 Octroi and Local Taxes:

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

12.12 Duties/ Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

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

Tariff Number applicable for the goods in question.

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

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

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

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

13. Indian Agent

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

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

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

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

a) The principal manufacturer directly or one Indian agent on his behalf

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

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

14. Firm Price / Variable Price

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

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

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

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

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

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility

to quote and its qualifications to perform the contract if its tender is accepted.

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

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

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

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

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

17. Documents establishing Good's Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

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

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

18.3 The earnest money shall be denominated in Indian Rupees.

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

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

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

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract.

Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

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

19. Tender Validity

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

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

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

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

20. Signing and Sealing of Tender

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

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

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

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

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

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

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

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

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

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

20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will

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

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

D SUBMISSION OF TENDERS

21. Submission of Tenders

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

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E TENDER OPENING

24. Opening of Tenders

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

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

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

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

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions

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

26. Preliminary Scrutiny of Tenders

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

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

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

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

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

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

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

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder or clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no

change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF Destination Basis

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

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

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to

'Appreciable Adverse Effect on Competition' (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per Clause 44 below.

38. Negotiations

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

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

39. Contacting BRBNMPL

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

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

G AWARD OF CONTRACT

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanors

44.1. Following would be considered serious misdemeanors:

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

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

45. Notification of Award

45.1 Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful

tenderer must furnish to BRBNMPL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

Yours faithfully,

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Seal

Signature with date.

Name:

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

1. Tenure of Contract:

The total work should be completed within the time as mentioned in Part-I (NIT). Since time is the essence of the contract, contractor should mobilise all the resources to complete the work in time. On placement of Work Order in case the contractor fails to start the job within ten days from date of issue of order, BRBNMPL reserves the right to cancel the contract and EMD / Security Deposit amount will be forfeited.

Request for extension of completion period on valid reason, shall be submitted at least two weeks before scheduled date of completion.

2. Before execution of above work the contractor has to see the site condition, take measurement, submit Design, Drawing, lay out & work schedule etc. for approval of BRBNMPL

3. 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.

4. 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) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during the execution of assigned works against any type of personnel injury or any damage to the property, which can arise during working. Adequate safety gadgets shall be provided by the contractor to the workmen as per norms
- c) Contractor has to issue two sets of uniform (Pant and shirts for Gents or ladies uniform as per requirement) and one pair of good quality shoes to all their employees as approved by the BRBNMPL on yearly basis.
- 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 helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel

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

- g) 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.
 - h) 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 to be carried out under the relevant statutory provisions.
 - i) 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 should 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.
 - j) Contractor should 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.
 - k) Gate passes for all the workers shall be applied in the prescribed Gate pass Format, contractor should 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.
 - l) The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. This certificate or receipt of submission shall be submitted by the contractor. 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.
 - m) On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
 - n) 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.
5. **Accommodation:** On specific request from the successful tenderer, the Company, as per availability and allotment norms/rules in force for allotment as per Estate Section procedure, may provide space for Site Office purpose on a separate agreement, at a prescribed rent & other charges like Electricity etc., fixed by the Company. In this event, the successful tenderer should always be in a position that whenever any directive for vacating the said premise is issued, he shall, without raising any objection, peacefully vacate the same.

The lease agreement should be renewed before expiry of the existing tenure of contract. Non-compliance may lead to cancellation of allotment.

On completion of contract period the allotted quarter should be vacated within 02 (two) Months & keys should be handed over to Estate section, failing which we may deduct double the

normal charges from the contractor bill. Also, in case the quarter is not handed within the specified time, then BRBNMPL reserves the right to take possession of the quarter without any intimation. Contractor shall not have any claim whatsoever.

6. WATER SUPPLY & ELECTRICITY

- a) The Contractor is expected to make his own arrangements for construction water as well as supply of drinking water for deployed labour.
- b) Depending upon the requirement of Electric Power, Contractor may be allowed to draw power from a prescribed point. However necessary arrangement for drawing the same to work site including Energy Meter, shall be made by the Contractor at his own cost. Electricity will be charged at prevailing commercial rate of BRBNMPL.

7. TOOLS AND TACKLES: All the Plants, Machineries, Tools and Tackles required for execution of the work, has to be supplied and arranged by the contractor.

8. Responsibility of the Contractor:

- a) **Storage and security of materials:** Contractor is responsible for storage and security of their material brought to the site. Any temporary structure, if required will be constructed by the contractor at his own cost. The temporary structure will be demolished after completion of Contract or when asked for and the contractor will dispose of all debris at their own cost.
- b) **Execution of the work:** The contractor shall arrange competent persons for execution, supervision and measurement of the work.
- c) **Progress Report:** Contractor should submit monthly Progress Report regarding a Progress of the work, in addition to Hindrance Register & Field Book.

Yours faithfully,

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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 | Not applicable |
| 3 | 9 | Time Limit for receiving request for clarification of Tender Documents | No Change |
| 4 | 10,11,12, 13,14,15 | Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders | No Change |
| 5 | 16 | Documents Establishing Tenderer's Eligibility and Qualifications | No Change |
| 6 | 17 | Documents establishing Good's Conformity to Tender document | No Change |
| 7 | 18 | Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DGS&D (or) NSIC registration certificate without fail along with their techno-commercial offer. | No Change. |
| 8 | 19 | Tender Validity | No Change. (120 days from date of opening of tender.) |
| 10 | 20 | Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : One copy only (duplicate copy not required) 20.9 : E procurement : Not permitted. | No Change. |
| 11 | 21,22,23 | Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender | No Change |
| 12 | 24 | Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in Page 5 above which is described in detail w.r.to clause 24.4 | No Change |

| | | | |
|----|--|---|-----------|
| 13 | 25 | Basic Principle | No Change |
| 14 | 26,27,28, 29,30,31, 32,33,34 | Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis. | No Change |
| 15 | 35 to 49 | Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, 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 |
| 16 | Part II: Additional General Instructions Applicable to Specific Types of Tender | Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders | No Change |

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

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, 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 "T D" | means Standard Bid Document / Tender Document |
| "SCC" | means Special Conditions of Contract |
| "SIT" | means Special Instructions to Tenderers |
| "BRBNMPL" | means Bharatiya Reserve Bank Note Mudran Private Limited |
| "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 Contractor and BRBNMPL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

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

5. Country of Origin

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

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

6. Performance Bond/ Security

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

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

- a. Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the same official of BRBNMPL as indicated in the clause 3 of NIT in reference to EMD.
- b. Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V11 and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

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

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

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

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

9.5. If the supplier tenders the goods to BRBNMPL's inspector

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

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

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

12. Insurance:

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

12.2. In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.

12.3. In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance

cover in place.

- 12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

- 13.1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:

- 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 a) the contract. b) c)
- 22.8. The important documents which the supplier is to furnish while claiming payment are:
- Original Invoice
 - Packing List
 - Certificate of country of origin of the goods from seller's Chamber of Commerce.
 - Certificate of pre-dispatch inspection by BRBNMPL's representative/ nominee
 - Manufacturer's test certificate
 - Performance/ Warrantee Bond
 - Certificate of insurance
 - 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
 - Consignee's Certificate confirming receipt and acceptance of goods
 - Dangerous Cargo Certificate, if any, in case of imported goods.
 - 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:
- 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.
 - Delay in supplies, if any, has been regularized.
 - The contract price where it is subject to variation has been finalized.
 - 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:
- imposition of liquidated damages,
forfeiture of its performance security and
Termination of the contract for default.
- 23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- 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
 - 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.
 - But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5. The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

24. Liquidated damages

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

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

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

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

26. Termination for default

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

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

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

27. Termination for insolvency

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

28. Force Majeure

28.1. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BRBNMPL in writing, the supplier shall continue

to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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

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

29. Termination for convenience

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

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

a. to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b. to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

BRBNMPL as well as Bidders, Suppliers, Contractors, and Consultants under BRBNMPL contracts shall observe the

highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

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

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

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

33. Resolution of disputes

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

clause.

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

34. Applicable Law

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

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

35. Secrecy

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

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

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

Yours faithfully,

()
Signature with date.

Seal

Name:

Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

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

- 1) **Pre-Bid Visit:** The bidders **shall visit the site** and shall have clear understanding about scope of work, volume of work, requirement of skill levels of workforce etc. and any doubt/clarification may be cleared/done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained in later stage.
- 2) **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, 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.
- 3) **Price Variation:** The price should be firm for the contract period and there shall be no variation/escalation on any account except statutory payments. No claim in respect of sales tax, or other tax duty or levy shall be entertained separately in addition to the quoted rate. Any upward/downward revision in service tax shall be considered at actual, subject to production of documentary evidence. Rate of Service tax included in the Price should be specified.
- 4) **Time schedule:** The entire work under your scope shall have to be completed within **06 (Six) Months** from the date of issue of work order. The effective date of contract will be the date of issue of work order. However, BRBNMPL reserves the right to terminate the contract at any point of time without any financial compensation or assigning any reason thereof.
- 5) **Defect Liability Period:** Defect Liability Period shall be Twelve Months from the date of completion of the work. Any defects occurred within DLP, shall be rectified within reasonable time. Otherwise, rectification work shall be taken up by engaging another agency and cost incurred shall be recovered from Security Deposit/ Performance Guarantee retained with BRBNMPL.
- 6) **Extra items:** Items not covered in BOQ: During execution of job, if any additional item of work/ variation, deviation/ non-availability of item etc., is considered to be necessary, it has to be carried out by the contractor. The bill shall be settled as an extra work and shall be analysed as per actual cost of materials, manpower engaged, taxes/levies etc. plus 10% contractors profit and overhead. In case the item is available in the prevailing PWD/CPWD SR rates, the rate for the particular item shall be applicable for that item.
- 7) **Payment:** The contractor shall not be paid any mobilization advance or any secured advance. Bill addressed to the General Manager may be submitted at the end of successful completion of work alongwith soft copies through e-mail. Bill should have PAN, VAT (if any), Service Tax number printed over the bill. Payment will be done as per actual work carried out. No payment shall be released against the extra materials brought to the site. Service Tax as applicable shall be paid extra over gross bill value on claim and proof of payment shall be produced/ submitted to BRBNMPL, when asked for. Undertaking for statutory compliance shall be submitted along with the Final bill. Statutory Deduction of taxes including ITDS, VAT and WCT shall be made at source as per rule and provisions. Suitable deduction as deemed fit will be made for non-compliance in executing works as per schedule. Such amount shall be decided by the BRBNMPL and shall be binding on the contractor. On introduction of GST, taxation shall be calculated as per the new rule and will be paid as per actuals.
- 8) **First & Final Bill:**
 - Final Bill should be submitted after completion of Work. And complying the following:
 - a. Deviation Statement vis-à-vis BOQ.
 - b. Any other document required by BRBNMPL,
 - c. Site clearance,
 - d. Undertaking for statutory compliance shall be submitted along with the Final bill.
- 9) **Measurement of work:**

Measurement for the work done shall be taken jointly with BRBNMPL in the prescribed format.
- 10) **Materials:**
 - a) All materials are subject to inspection and approval of BRBNMPL. BRBNMPL shall reserve the right to reject any material when found not in conformity with specifications and terms and conditions of the Work Order in all respect.
 - b) Contractor has to submit copy of challan, invoice as a proof of purchase of items, as & when asked for.
 - c) Test certificate of items if asked should be submitted by the contractor. The cost for the same will be borne by the contractor

- 11) Performance Guarantee / Security Deposit:** The successful tenderer is required to submit the performance guarantee / security deposit amounting 10% of total contract price (including tax) within 21 days from the date of issue of notification of award of contract / work order. The amount is to be deposited by way of crossed demand draft / pay order drawn in favour of Bharatiya Reserve Bank Note Mudran Private Ltd, salboni drawn on any nationalized bank.
- The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of BRBNMPL.
 - Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document with validity not less than **20 months (06 months completion of work from the date of issue of work order + 12 months warranty + claim period of another 2 months from the date of expiry of Defect Liability period)**. In case of delay in completion of the work, Performance Guarantee shall be extended accordingly. The copy of Bank Guarantee format is attached as Section XV. The security deposit shall only be released only after completion of all contractual obligations. The company will not pay any interest on the security deposit.
- 12) Liquidated damage / Penalty / Indemnity:** 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 delay subjected to max of 10% of contract value OR expenses and charges incurred by the BRBNMPL in rectifying and performing the defaulted service, whether by its own means or by third parties, whichever is higher will be levied on the Contractor .
- BRBNMPL's representative reserves the right to execute any delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.
- Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BRBNMPL shall be final and binding. The contractor shall indemnify to this effect.
- The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.
- 13) Delay and Extension of time**
- If in the opinion of the BRBNMPL, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Owner and not referred to in the schedule of quantities and/or specification or (e) by reason of Owner's instructions as per relevant clause hereof or (f) by reason of civil commotion (g) by reason beyond control of the Contractor in the opinion of the owner.
- If the Contractor needs an extension of time for completion of the work, the contractor shall apply at least 02 (Two) weeks before the expiry of schedule date of completion furnishing the reasons in detail with complete justification. The contract shall remain in force even for the period beyond due date of completion irrespective of whether the contractor has applied for extension of time for completion unless the owner decides to terminate the contract. The delay for completion of work for any reason will not entitle the contractor to claim any compensation.
- 14) Statutory Deductions:** Statutory deductions such as TDS, WCT, ST, VAT, Income Tax etc. as applicable shall be effected while making payment.
- 15) Statutory requirements:** The Contractor should comply with all statutory provisions as applicable such as but not limited to:-
- Provisions of the Factories Act, Workman Compensation Act, Employers Liability Act, Contract Labour Act, Industrial Dispute Act, Minimum Wages Act, Payment of Wages Act, EPF and ESI Act including any modification thereof or any other law relating thereto and rules framed there under from time to time.
 - 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.
 - The contractor has to obtain insurance coverage to all his employees under 1) Workmen Compensation Policy during the full tenure of the contract to address the liability under Workmen's Compensation Act 1923 and 2) Contractors All Risk (CAR) policy. The same has to be submitted before commencement of work The sum insured per labour is to be calculated as per extant rule in this regard. The BRBNMPL, as a principal employer, shall enforce the provisions of these Acts.

- d) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the safety regulations and shall remain solely responsible for the obligation under the relevant statutory provisions.
- e) The contractor has to provide all statutory welfare measures for their workers.
- 16) Incompletion/Discontinuation of work:** If the work is not completed in all aspects or delayed beyond reasonable time or contractor discontinues the work abruptly, then BRBNMPL reserves the rights to get the remaining work/uncompleted work done through any other agencies at the risk and cost of the contractor. In such cases, the pending claims and Security Deposit of the contractor shall be forfeited.
- 17) Accommodation:** On specific request from the Contractor, BRBNMPL may provide quarters/space for Site Office purpose as per availability and allotment norms/rules in force for allotment, at a prescribed rent & other charges like Electricity etc., fixed by the Company. In this event, the contractor must always be in a position that whenever any directive for vacating the said premise is issued, he shall, without raising any objection, peacefully vacate the same.
- 18) Safety & Security Measures:**
- a) The contractor should scrupulously conform to the safety and security norms as stipulated by R.B.I. for their Premises while working.
- b) The contractor shall take all the precaution while executing this work. Protective gear such as safety helmets, boots, belts, gloves etc. shall be provided by the contractor at his own cost to all his workers at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.
- c) Contractor has to abide by the security rules of the R.B.I. 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 obtain necessary Entry pass for his Workmen engaged for this work from the appropriate authority.
- d) While applying for pass, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.
- e) Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.
- 19) Cleanliness:** - Contractor is required to ensure complete cleanliness at the site. Debris generated during the day's work should be disposed of immediately.
- 20) Recovery & Rectification of work:** In case contractor fails to attend the defects / clear the site as per tender condition within a month from the date of intimation, it shall be got rectified by through another agency & money spent thus shall be recovered from the contractor.
- 21) Tool & Tackles:** Tools and Tackles required for execution of the entire work has to be supplied by the Contractor.
- 22) Legal jurisdiction:** The court of Kolkata (West Bengal) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any work order placed by us.
- 23) Responsibility of the Contractor:**
- a. **Storage and security of materials:** Contractor is responsible for storage and security of their material brought to the site.
- b. **Execution of the work:** The contractor shall arrange competent persons for execution, supervision and measurement of the work.

Section VI: List of Requirements

| Schedule No. | Brief Description of Goods / Services | Quantity (with unit) | Earnest Money Deposit EMD (In Rs.) |
|--------------|--|-----------------------|---|
| 1 | <p>“Construction of New Watch Tower between Watch Tower - 4 & 5.”</p> <p>As per Bill of quantities and scope of work mentioned at List of Requirement Section-VI,VII,VIII & X.</p> | As per Price Schedule | <p>18,000/-</p> <p>(Rupees Eighteen thousand only) (NEFT/Authorization form-Annexure -C should be attached)</p> |

Section VII: Technical Specification and Scope of work

1 **Preamble:**

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) desires to enter into contract for construction of “**New Watch Tower between Watch Tower - 4 & 5**” with reliable, efficient, experienced contractor.

2 **Scope of Work:**

- i. The Scope of work includes Complete “**Construction of New Watch Tower between Watch Tower - 4 & 5 at BRBNMPL, Salboni**”, without causing any damage to the nearby buildings / installations complete in all respect according to the intent and meaning of specification, BOQ and description referred to the Price Schedule given at Section XI.
- ii. The schedule of items carried out is an indicative one. Any /all item(s) may/may not be operated. Contractor shall not have any claim for the same.
- iii. Works with item(s) not covered in the above schedule/ BOQ will be carried out as per the rates available in prevailing West Bengal PWD/CPWD, Schedule of Rates/ Derived from such rates.
- iv. To execute the works mentioned in the BOQ as per the IS, CPWD and WB-PWD specifications (whichever applicable) and to the satisfaction of BRBNMPL Officials.
 - a. The entire work should be completed in all respect as per the schedule of items and to the satisfaction of the BRBNMPL Officers.
 - b. Quoted rates shall be firm and binding and inclusive of all taxes & charges.
 - c. Statutory deduction of taxes shall be made at the source.
 - d. Contractor has to arrange all the required materials, labours, transportation etc., at his own cost.
 - e. The contractor has to strictly follow the safety norms during the execution of work & also take care for BRBNMPL properties.
 - f. The contractor should understand the scope of work before quoting and inspect the site accordingly.
 - g. Contractor shall furnish all tools, plants, instruments, qualified supervisory personnel, labour, materials, temporary works, consumables and everything necessary, whether or not such items are specifically stated herein for completion of the job in accordance with the requirements of the contract.
 - h. Contractor shall take extreme care to minimize the sound and dusts which may affect the normal life of the nearby residents as the work will be executed in residential area.

Section VIII: Quality Control Requirements

Construction of New Watch Tower between Watch Tower - 4 & 5 at BRBNMPL, Salboni without causing any damage to the nearby buildings / installations complete in all respect as mentioned in the BOQ as per the IS, CPWD and WB-PWD standards / specifications (whichever applicable) and to the satisfaction of BRBNMPL Officials.

Section IX: Qualification/ Eligibility Criteria

I. Experience:

Contractor shall have experience in successfully completed similar works *during last seven* years ending previous month with reference to tender date, shall be either of the following,

Three similar completed works costing not less than the amount equal to Rs.3,48,000/- in the last 07 years up to 30/09/2017

OR

Two similar completed works costing not less than the amount equal to Rs.4,35,000/- in the last 07 years up to 30/09/2017

OR

One similar completed work costing not less than the amount equal to Rs.6,96,000/- in the last 07 years up to 30/09/2017

II. Financial Soundness:

- a) Average Annual turnover of the bidder during last three years ending 31/03/2017 should not be less than Rs.2,61,000/-
- b) Bidders should not have suffered any financial loss for more than one year during last three years ending 31/03/2017.
- c) The net worth of the firm should not have eroded by more than 30% in the last three years ending 31/03/2017.
- d) Financial Turnover Certified by Chartered Accountant for the last 03(three) Financial Years as per format enclosed at Annexure-B and NEFT details as per Annexure-C.
- e) Profit and Loss account Certified by CA for last 03 (three) Financial Years i.e. for the FY: 2014-15, 2015-16 & 2016-17,
- f) Audited Balance sheet of last 03 (three) Financial Years i.e. for the FY: the FY: 2014-15, 2015-16 & 2016-17.
- g) Income Tax Return of last 03 (three) Financial Years i.e. for the FY: the FY: 2014-15, 2015-16 & 2016-17.
- h) Work experience details to be filled in the form of Annexure-D enclosed. The works submitted may be verified during Technical bid evaluation as per requirement.

*Note: "Similar works means **Building construction or civil works or Repair/Renovation of Buildings**"*

Section X: Tender Form
(To be submitted along with Price Bid)

Date

To
The General Manager,
BRBNMPL,
Note Mudran Nagar,
Salboni -721132

Ref: Your Tender document No. dated

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

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

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

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

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

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

From

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

To

The General Manager,
BRBNMPL,
P.O.RBNML,
Salboni – 721132.

Dear Sir,

Subject: Price Bid for Construction of New Watch Tower between Watch Tower no.4 & 5.

Reference: Your Tender No. 006/SAL/CIVIL/2017-18 dated 17 /10/2017.

With reference to your Tender enquiry cited above, we are pleased to enclose the following as our Price Bid in separate sealed cover for your kind consideration.

| Item No. | Description of works | Quantity | Unit | Rate in Rs. | Amount in Rs. |
|----------|--|----------|------|-------------|---------------|
| | CIVIL WORKS (A) | | | | |
| 01. | Earth work in excavation 1.5 m. & lead of 75 m. For morrum and soft rock with back filling. | 25.000 | Cum | | |
| 02. | Sand filling foundation/plinth including thorough saturation with water not exceeding 150mm. | 2.000 | Cum | | |
| 03. | Brick flat soling using picked jhama bricks with sand . | 30.000 | Sqm | | |
| 04. | Dismantling R.C. floor, Column, footings, beams etc. including cutting rods and removing rubbish as directed within a lead of 75 m. including stacking | 1.5 | Cum | | |
| 05. | P.C.C / R.C.C excluding cost of shuttering & reinforcement P.C.C. of grade 1:2:4. | 2.000 | Cum | | |
| 06. | P.C.C. /R.C.C excluding cost of shuttering & reinforcement P.C.C. of grade 1:1.5:3 | 15.000 | Cum | | |
| 07. | Providing brick work using cement sand mortar 1:6 In foundation up to plinth. | 25.000 | Cum | | |
| 08. | Providing brick work using cement sand mortar 1:6 In superstructure | 25.000 | Cum | | |
| 09. | Labour charge-shuttering with centering &staging wooden shuttering. | 130.00 | Sqm | | |
| 10. | Reinforcement for RCC with 16 gauge anneal wire. | 2.000 | MT | | |

| Item No. | Description of works | Quantity | Unit | Rate in Rs. | Amount in Rs. |
|----------|--|----------|------|-------------|---------------|
| | CIVIL WORKS (A) | | | | |
| 11. | Providing cement plaster with proper curing 15 mm. th. Plaster in C.M. 1:6. | 100.0 | Sqm | | |
| 12. | Providing cement plaster with proper curing 20mm. th. Plaster in CM 1:6. | 150.0 | Sqm | | |
| 13. | Providing cement plaster with proper curing 10 mm. th. Plaster in C.M. 1:4. | 60.0 | Sqm | | |
| 14. | Providing Neat Cement Punning | 12.0 | Sqm | | |
| 15. | I.P.S. Flooring/Skirting/Dado in two layers 35 mm. thick. | 20.0 | Sqm | | |
| 16. | Two coat Weather coat paint with cement primer On new cement plaster surface. 100% Acrylic | 200.0 | Sqm | | |
| 17. | Two coats acrylic emulsion with one coat of primer on wall & ceiling with primer | 120.0 | Sqm | | |
| 18. | One coat of primer steel, for Synthatic Enamel Paint . | 15.0 | Sqm | | |
| 19. | Painting two coats with synthetic enamel paint On timber surface With hi-gloss paints. | 15.0 | Sqm | | |
| 20. | Providing 75 mm. brick work with cement sand mortar (1:3) with H.B. netting at every alternate layer. | 5.0 | Sqm | | |
| 21. | Supplying & laying/fixing "B" class (medium quality) G.I.Exposed pipe 50 mm. dia. | 2.5 | RM. | | |
| 22. | Fabricating & fixing M.S. items with hollow sections for span upto 12 mtrs. | 150.0 | Kg | | |
| 23. | Supplying, fitting and fixing cast iron heavy type spiral staircase of approved design with 50 mm.dia. Stem and C.I. Steps 150 mm as per design 900 mm. high C.I. railing including necessary M.S. tie of suitable section embedded to wall with cement concrete (1:2:4) including cost of intermediate C.I. platform secured with necessary tie to stem and wall with cement concrete (1:2:4) including fixing the stem in ground with cement concrete (1:3:6) complete in all respect with all labour and materials. | 12.0 | RM | | |

| Item No. | Description of works | Quantity | Unit | Rate in Rs. | Amount in Rs. |
|-----------------------------|---|----------|------|-------------|---------------|
| 24 | Providing, Supplying and installing at site fully glazed Three Track with 02 Shutter glass and 01 shutter with Mosquito proof net shutter of stain less steel Aluminum Sliding windows with clear float glass made out of approved extruded hollow rectangular/ square/ tubular Aluminum sections with powder coated Aluminum sections to a minimum of 60-70 microns made out of {Hindalco Sections 6215,6219,6968,6222 and 6221 and with 5.0 mm thick transparent float glass of Saint Gobain/ Modiguard | 6.0 | Sqm | | |
| TOTAL AMOUNT (A)= ₹ | | | | | |
| Add CGST @ 9% of (A)= (B) ₹ | | | | | |
| Add SGST@ 9% of (A)= (C) ₹ | | | | | |
| Total Work Value(A+B+C) = ₹ | | | | | |

(In Words:

Rs.....)

Note:

1. The quoted rates are inclusive of all the materials, labor, transportation, insurance, loading/ unloading, all applicable taxes like GST as per prevailing rules, Contractors profit or any other inputs
2. Lowest Bidder L1 shall be decided on the basis of overall Lowest quote.
3. No escalation shall be claimed over the quoted rates during the tenure of the contract.
4. The rates are quoted with all awareness of the site conditions and after going through the tender documents in details.
5. **I / We understood that the contract will be awarded to the overall lowest evaluated responsive tenderer decided by BRBNMPL.**

We confirm that we will abide by all the tender terms& conditions of tender, above scope of work and we do not have any counter conditions

Thanking you

Yours faithfully,
For & on behalf of



(Signature with date)
(Name and designation)

Note: Tender document without signature & essential document is liable for rejection at any stage.

Section XII –TECHICAL BID/QUESTIONNAIRE

From,
Company Name,
BRBNMPL Vendor Registration No:
Address.

To
The General Manager
BRBNMPL, NOTE MUDRAN NAGAR
Salboni -721132

Dear Sir,

Sub: Technical Bid for **Construction of New Watch Tower between Watch Tower no.4 & 5.**

Reference: Your Tender No. 006/SAL/ CIVIL/2017-18 dated 17/ 10/2017

In response to your Tender cited under reference, we are pleased to enclose the following as our technical bid for your kind consideration.

1. Our company's profile.

- a) Name of the firm :
- b) Status of the firm : Proprietor / Partnership / Regd. Company / Co-op. Society
- c) GST No. : (Copy of Certificate enclosed)
- d) Income Tax P.A.N. No.: : (Copy enclosed)
- e) Bankers Name, A/c number and Particulars of Bank A/c : **(As per attached National Electronic Fund Transfer Mandate Format Annexure-C)**

2. Documents in support of eligibility criteria :

a) **Financial Soundness -as per Annexure –B**

b) **Experience -as per Annexure –D**

- We confirm that we possess the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply / Service of the tendered item , as per your specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets, License copies are enclosed herewith.
- We have never been blacklisted /debarred by BRBNMPL.
- We confirm having been in the business continuously for the last three years. (documentary proof attached)
- We also enclosed herewith DD No. _____ for Rs. _____ as EMD against this tender. And DD No. _____ for an amount of Rs. 500/-750/- as tender fee.

3. We confirm that we have quoted exactly for the tendered product as per your specifications given in Section VII.

4. We confirm that the Price bid is quoted exactly as per your format in Section-X & XI and is

5. We confirm that there would not be any price escalation during the supply period.
6. 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.
7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.

Seal

Note: Copies of applicable Documents are attached herewith.

SECTION XV: Bank Guarantee Form for Performance Security

_____ [Insert Bank's Name, and Address of Issuing Branch or Office)
Beneficiary _____ [Insert Name and Address of BRBNMPL]
Date: -----
Performance Guarantee No. -----

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Name and designation of the officer

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

Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

Contract No dated

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

1. Name & address of the Supplier:

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

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

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

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

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

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

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

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

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

Total value (in figure) (In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

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

For and on behalf of

Received and accepted this contract

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

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

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 _____

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.

Section XIX: Proforma of Bills for Payment

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

Name and Address of the Firm:

Bill No: Dated:

To
The General Manager,
B.R.B.N.M. (P) Limited,
Salboni - 721132.

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

Subject: Submission of Bill for payment.

| | | | | | |
|-----------------|---|------|----------|------------|--------------|
| 1. | Work Order No & Date : | | | | |
| 2. | Work order amount: Rs. | | | | |
| 3. | Type of bill:(R/A / Final) Bill: | | | | |
| 4. | Area of work: | | | | |
| 5. | Starting date of work : | | | | |
| 6. | Schedule date of completion: | | | | |
| 7. | Actual date of completion : | | | | |
| 8. | Reasons for delay : | | | | |
| 9. | Liquidated damage (if any) : (For any delay beyond specified schedule time period) | | | | |
| 10. | DLP Period: | | | | |
| 11. | EMD : | | | | |
| 12. | Security Deposit: Rs | | | | |
| 13. | Any other details/Remarks: | | | | |
| 14. | Abstract of Cost | | | | |
| Sl. No. | Item Description | Unit | Quantity | Rate (Rs.) | Amount (Rs.) |
| | | | | | |
| | Total amount: (A) | | | | |
| | CGST @ 9% of (A) = (B) | | | | |
| | SGST @ 9% of (A) =(C) | | | | |
| | Total Bill Value (A+B+C)= (D) | | | | |
| (In words.....) | | | | | |

Note: Separate Detailed measurement sheet in LBD format in hard copy attached along with this bill and MS excel sheet to be sent by mail.

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

Signature with name and Stamp of Contractor / Agency



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,

()

Seal

Name

Signature of Bidder with date

Declaration

We confirm that that our firm has not been in the list of firms blacklisted by BRBNMPL / Government of India in the past 5 years ending as on date.

Yours faithfully,

()

Seal

Name

Signature of Bidder with date

Performa of Financial Turnover Certificate

Certificate

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

To whomsoever concern

Dear Sir,

Subject: **Certificate for turnover and others as per tender conditions.**

This is to certify that M/s. _____
(Agency Name & Address) are in the business of contracts execution for last 03 completed years
(considered upto 31st March 2017 of last financial year). Their performance report as required under
tender conditions for the last 03 years is as follows.

| Financial Years | Annual Turnover | Profit / (-loss) for the year | Net worth as on year end |
|----------------------------|------------------------|--|---------------------------------|
| 2014-15 | | | |
| 2015-16 | | | |
| 2016-17 | | | |
| Total | | | |

The above information is based on the audited accounts.

Place:

Date:

Signature of CA with membership No.



**NATIONAL ELECTRONIC FUND TRANSFER and
(Authorization form for encashment of Fixed Deposit)**

Model Mandate Form

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

Name of the Scheme and the periodicity of payment

No.

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

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

(.....)

Signature of the Investor /
Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

(Authorization form for encashment of Fixed Deposit)

(To be submitted to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd. Salboni in Original)

To

The Branch Manager

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit

Ref: Fixed Deposit Receipt No....., Dated:.....for Rs. as
EMD/SD.

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

Thanking you,

Yours faithfully,

.....

(Authorized signatory with stamp)

Name :

Designation :

Contact No.

Date :

Place :

Cc : Branch Manager of the issuing bank – For information and necessary action.

Consolidated details of Technical Bid requirements to be filled by the concerned party.

NOTE: To substantiate the following contents and for consideration of same as eligibility criteria, authenticated copy of relevant documents on PAN,GST,EPF,NSIC(*if applicable*), Financial Turnover, Net worth, Annexures A,B,C and Work Order and Completion Certificate or Payment Certificate to be furnished.

(The entire tender documents including all annexures should be arranged and serially numbered and mention the same in the Page no. column given below)

| 1. | Agency name | M/s | Mention Page no. supporting the declarations | Any other information |
|-----|--|---|--|-----------------------|
| 2. | Address | | ----- | |
| 3. | Name of contact person, E-mail and Mobile no. | | ----- | |
| 4. | Status of the Firm | Proprietorship/Partnership/Joint stock etc.(Please mention whichever is applicable) | | |
| 5. | Copy of Registration / Affidavit | Submitted (Y/ N) | | |
| 6. | PAN No. | | | |
| 7. | GSTIN | | | |
| 8. | EPF No. | | | |
| 9. | NSIC CERTIFIED | If Yes, provide certificate number with validity | | |
| 10. | Cost of Tender Document of Rs. 500/- or Rs 750/- | Submitted (Y/ N) | | |
| 11. | EMD | Submitted (Y/ N) | | |
| 12. | Confidentiality Statement (Annexure-A) | Duly filled & Submitted (Y/N) | | |
| 13. | NEFT Mandate (Annexure-C) | Duly filled & Submitted (Y/N) | | |
| 14. | All the Tender documents duly filled,Signed & Sealed | Duly Filled, Signed and Sealed(Y/N) | | |
| 15. | Section X | Duly filled & Submitted (Y/N) | | |
| 16. | Section XII | Duly filled & Submitted (Y/N) | | |
| 17. | Section XX | Duly filled & Submitted (Y/N)(If applicable) | | |

| | | | | | | |
|-----------|---|--|------------------------------------|---|--|--|
| 18 | Financial Soundness(Annexure B) | | | Mention Page no. supporting the declarations | Any other information | |
| a) | FY: 2014-15 (Rs. In Lakhs) | Annual Turnover | | | | |
| | | Net Profit | | | | |
| | | Net Worth | | | | |
| | | Audited Balance sheet and P/L account for | Submitted (Y / N) | | | |
| | | IT Return | Submitted (Y/ N) | | | |
| b) | FY: 2015-16 (Rs. In Lakhs) | Annual Turnover | | | | |
| | | Net Profit | | | | |
| | | Net Worth | | | | |
| | | Audited Balance sheet and P/L account for | Submitted (Y / N) | | | |
| | | IT Return | Submitted (Y/ N) | | | |
| c) | FY: 2016-17 (Rs. In Lakhs) | Annual Turnover | | | | |
| | | Net Profit | | | | |
| | | Net Worth | | | | |
| | | Audited Balance sheet and P/L account | Submitted (Y/ N) | | | |
| | | IT Return | Submitted (Y/ N) | | | |
| d) | Above documents certified by Chartered Accountant | Certified by CA (Y/N) | | | | |
| 19 | Eligibility Criteria/Work Experience in the last 07 years up to previous month w.r.t tender date | Name of the work & Work order/LOI no. & date and value of work in(Rupees) | Schedule date of completion | Actual value of work on completion (Rupees) | Actual date of completion(Completion certificate to be enclosed) | Mention Page no.(supporting the declarations) |
| a) | Three works of each value not less than Rs. 3.48 Lakhs OR | | | | | |
| b) | Two works of each value not less than Rs. 4.35 Lakhs OR | | | | | |
| c) | One work of value not less than Rs. 6.96 Lakhs | | | | | |

It is certified that the information furnished in the above are true. We undertake that in the event of any information found to be false and/or inadequate, our tender shall summarily be rejected and the EMD shall be forfeited without any reference to us.

Signature of the Bidder with Date

