

LIMITED COMPETITIVE BIDDING (LTE)

CORRIGENDUM / AMENDMENT NO. 2- Date: 30/08/2021

Tender No. : 017/SAL/PUR/2021-22, dated: 29/07/2021

Tender Name: Supply of Electrical Items

The following points of the referred tender are amended as per details given below.

Sl. No.	Description	Details as per Corrigendum/ Amendment no. 1 dtd. 20/08/2021	Details as per Corrigendum/ Amendment no. 2 dtd. 30/08/2021	Reference Page number of Tender
1.	Date of Sale of tender documents	From 29/07/2021 to 30/08/2021 during office hours.	From 29/07/2021 to 13/09/2021 during office hours.	3
2.	Closing date and time for receipt of tenders	31/08/2021 at 11.30 hours.	14/09/2021 at 11.30 hours.	1, 3
3.	Time and date of opening of tenders	31/08/2021 at 11.45 hours.	14/09/2021 at 11.45 hours.	1, 3, 5, 80

AS PER ORIGINAL TENDER

Section III. Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	2	Language of Tender	To be submitted in English only.
2	3,4	Eligible Tenderers, Eligible Goods & Services (Origin of Goods).	Indian Origin only
3	8	Pre-bid Conference	Not applicable
4	11.2	Tender Currency	Indian Rupees only.

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5	12.8	GST	<p>(i) Wherever applicable bidder shall quote the exact Tax percentage F.O.R. Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due incorrect HSN Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising due to this.</p> <p>(ii) Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, its evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.</p>
6	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.
7	13	Authorized Dealer/Distributor/Representative	Not Applicable for this tender.
7	18	EMD	Nil (Bid security declaration form to be submitted as per Annexure: E)
8	19	Tender Validity	120 days
9	20	Signing and Sealing of Tender 20.4. Number of Copies of Tenders to be submitted 20.9: E procurement:	<p>No Change.</p> <p>20.4 No. of copies- One</p> <p>20.9 E procurement: Not permitted</p>
10	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.
11	31	Qualification / Eligibility Criteria	<p>Relaxation of Norms with regard to Prior Turnover and Prior experience for all MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of quality and technical specifications as referred in Annexure-1, 2.</p> <p>For "Class -I Local Supplier" and "Class -II Local Supplier" as per the GOI guidelines [refer Annexure-3]</p>

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			<p>Note: <i>This tender does not fall under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc. [Ref. Sl.No.8 of Annexure-1 & Sl.No.5 of Annexure-2]</i></p> <p>No proof of supply to other countries or proof of export is required.</p>
12	33	Schedule-wise Evaluation.	<p>The Tender will be finalised on the basis of Schedule wise and as per other terms & conditions of the tender. Bidder must quote for all the items mentioned in the schedule, otherwise the offer will be liable for rejection.</p> <p>The items in Schedule: I are RESERVED FOR PURCHASE FROM SMALL SCALE INDUSTRIAL UNITS including Handicraft sector as per Office Memorandum No. F.No.21(1)/ 2011-MA, dtd. 23/03/2012, GOI, Ministry of MSME. However, in case of NON-AVAILABILITY OF BIDDERS from the Small Scale Industrial units including Handicraft sector, it will be open to all other bidders.</p>
13	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<p>35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII.</p> <p>35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class - I Local Suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity cannot be split"/"the tender quantity is non-divisible in nature".</p> <p>Notes: The tendered item is reserved for Micro and Small Enterprises including Handicraft sector. In case small scale enterprise bidders do not participate, then quantity will be allocated to L1 bidder(s) other than MSE's. BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier" and more than 20% but less than 50% for "Class -II Local Supplier".</p>
14	42	Variation of Quantities at the Time of Award	<p>At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted.</p>
15	50	Rate Contract Tenders	NOT APPLICABLE
16	51	PQB Tenders	NOT APPLICABLE

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17	52.2	Purchaser's Samples	NOT APPLICABLE
18	52.3	Pre-Production Samples:	NOT APPLICABLE
19	54	Tenders for Disposal of Scrap	NOT APPLICABLE

Section V: Special Conditions of Contract (SCC)

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

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

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

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	No Relaxation for bidder of any Stature. Performance Security @ 3% (Three percent) of the total value of supply order as per GOI OM No.F.9/4/2020-PPD, dated 12/11/2020. Security deposit will be released after 3 months of receipt & acceptance of items at BRBNMPL, General Stores. However, SD of warranty items will be released after completion of warranty obligations.
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change 14.Incidental services: Not Applicable
4	16.2,16.4	Warranty Clause	Warranty: The Items (in Schedule II - Sl. No. 9, 17, 22 & 23) supplied should carry

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			minimum one year warranty from the date of acceptance, in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period. For all other items, warranty shall as per OEM standards which the bidder shall clearly mention in the tender offer.
5	19, 19.3	Modification of Contract	No change.
6	20.1	Price Adjustment Clause	Not applicable
7	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
8	22, 22.1, 22.2, 22.3, 22.4, 22.6	<p>Terms and Mode of Payments</p> <p>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.</p> <p>Note: Bidders' attention is invited to refer GCC clause No.6 (Performance Security) & Clause No.16 (Warranty)</p>	As per NIT clause 21 in page 6 of tender.
9	24.1	Quantum of LD	No change
10	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No Change
11	33,33.1,33.2	Resolution of Disputes	Clauses of 33.1 and 33.2 are applicable. At Kolkata
12	36	Disposal / Sale of Scrap by Tender	Not applicable

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

AMENDED & SHOULD BE READ AS

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The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to

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

SL. No.	GIT Clause No.	Topic	SIT Provision	Page No.
1	2	Language of Tender	To be submitted in English only.	18,19
2	3	Eligible Tenderers	Indian Origin only. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	18,19
3	4	Eligible Goods & Services (Origin of Goods)	Applicable. In addition, A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting" However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	18,19
4	8	Pre-bid Conference	Not applicable	18,19
5	11.2	Tender Currency	Indian Rupees only.	18,19
6	12.8	GST	(i) Wherever applicable bidder shall quote the exact Tax percentage F.O.R. Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due incorrect HSN Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising	18,19

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			due to this. (ii) Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, its evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.	
7	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.	18,19
7	13	Authorized Dealer/Distributor/Representative	Not Applicable for this tender.	18,19
8	18	EMD	Nil (Bid security declaration form to be submitted as per Annexure: E)	18,19
9	19	Tender Validity	120 days	18,19
10	20	Signing and Sealing of Tender 20.4. Number of Copies of Tenders to be submitted 20.9: E procurement:	No Change. 20.4 No. of copies- One 20.9 E procurement: Not permitted	18,19
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14	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<p>35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII.</p> <p>35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class - I Local Suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity cannot be split"/"the tender quantity is non-divisible in nature".</p> <p>Notes: The tendered item is reserved for Micro and Small Enterprises including Handicraft sector. In case small scale enterprise bidders do not participate, then quantity will be allocated to L1 bidder(s) other than MSE's. BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier" and more than 20% but less than 50% for "Class -II Local Supplier".</p>	18,19
15	42	Variation of Quantities at the Time of Award	At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted.	18,19
16	50	Rate Contract Tenders	NOT APPLICABLE	18,19
17	51	PQB Tenders	NOT APPLICABLE	18,19
18	52.2	Purchaser's Samples	NOT APPLICABLE	18,19
19	52.3	Pre-Production Samples:	NOT APPLICABLE	18,19
20	54	Tenders for Disposal of Scrap	NOT APPLICABLE	18,19

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Sl. No.	GCC Clause No.	Topic	SCC Provision	Page No.
1	1 to 4	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights	No Change	31,32
2	5	Country of Origin	Applicable. In addition, a bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting" However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	31,32
3	6	Performance Security	No Relaxation for bidder of any Stature. Performance Security @ 3% (Three percent) of the total value of supply order as per GOI OM No.F.9/4/2020-PPD, dated 12/11/2020. Security deposit will be released after 3 months of receipt & acceptance of items at BRBNMPL, General Stores. However, SD of warranty items will be released after completion of warranty obligations.	31,32
4	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of	No Change	31,32

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		Delivery, Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	14.Incidental services: Not Applicable	
5	16.2,16.4	Warranty Clause	Warranty: The Items (in Schedule II - Sl. No. 9, 17, 22 & 23) supplied should carry minimum one year warranty from the date of acceptance, in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period. For all other items, warranty shall as per OEM standards which the bidder shall clearly mention in the tender offer.	31,32
6	18	Sub Contracts	Applicable. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	31,32
7	19, 19.3	Modification of Contract	No change.	31,32
8	20.1	Price Adjustment Clause	Not applicable	31,32
9	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.	31,32
10	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments 22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier. Note: Bidders' attention is invited to refer GCC clause No.6 (Performance Security) & Clause No.16(Warranty)	As per NIT clause 21 in page 6 of tender.	31,32
11	24.1	Quantum of LD	No change	31,32
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No Change	31,32

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13	33, 33.1, 33.2	Resolution of Disputes	Clauses of 33.1 and 33.2 are applicable. At Kolkata	31,32
14	36	Disposal / Sale of Scrap by Tender	Not applicable	31,32

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

Note: These changes are applicable at all other places of tender including Page Nos. given above

Annexure-F: Model Clauses for Tenders

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Tender" will include other forms of procurement, except where the context requires otherwise.
4. "Bidder from a country which shares a land border with India" means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. The *beneficial owner* for the purpose of 4 above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 4 above.
8. A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting". However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

Annexure-G

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

**DECLARATION REGARDING RESTRICTIONS ON PROCUREMENT FROM A
BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

To,
The General Manager
BRBNMPL, Salboni.

**Sub: Declaration Regarding Restrictions on Procurement from a Bidder of a Country
which shares a Land Border with India**

Ref: Tender no. _____

Dear Sir,

I/We declare that

1. "I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that M/s(Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s(Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]".

Further I/We declare that

2. "I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that M/s(Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that M/s(Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Place: _____ Signature: _____

Date: _____ Name: _____

Designation: _____

Authorized Signatories

Seal

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

All other terms and conditions remain unchanged.

This Corrigendum/Amendment forms part of the referred Tender. This page of Corrigendum/Amendment is to be submitted along with Techno-Commercial Bid (Part – I) duly signed and sealed by authorised signatory.

Bidders who have already submitted their sealed offer have to submit the page of this Corrigendum/Amendment duly signed and sealed by authorised signatory within the closing date of submission.

For & on behalf of BRBNMPL, Salboni

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(A. K. Srivastava)
Deputy General Manager (MMD)
BRBNMPL, Salboni