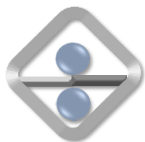


This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender. Participation in this tender is by invitation only and is limited to the selected BRBNMPL's Registered / approved Bidders for the items, who have been sent this Tender by Post/Courier. Unsolicited offer is liable to be ignored. However, registered vendors with Central Purchase Organization (CPO) can also apply for this tender.

**EXPRESS LIMITED TENDER ENQUIRY****Standard Bidding Document (SBD)
(Procurement of Goods and Services)****BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED****(Wholly owned Subsidiary of Reserve Bank of India)**

Corporate Office, Bangalore 560029

Ph: +91 80 66602000, Fax : +91 80 66602039Website: www.brbnmpl.co.inEmail: cobangalore@brbnmpl.co.in**Not Transferable****Security Classification: Non-Security****Tender document for Implementation, Subscription and Maintenance of Vigilance Management System (VMS).****Tender No. 011/CO/IT/2021-22 dated: 31/12/2021**This tender document contains: 91 pages

The tender document is sold to:

M/s. _____

Address _____

Details of Contact persons in BRBNMPL regarding this tender:

Name: Shri S M Pawale / Shri M K Narasimha**Designation:** Deputy General Manager / Assistant General Manager**Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**

(Wholly owned Subsidiary of Reserve Bank of India)

No. 3 & 4, 1st Stage, 1st Phase,

BTM Layout, Bannerghatta Road,

Bangalore

Ph: +91 80 66602000, Extn: 2034/2033

Fax : +91 80 66602039

Email: smpawale@brbnmpl.co.in / mknarasimha@brbnmpl.co.in

List of Contents

Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions to Tenderers (GIT)	Enclosed
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specifications	Enclosed
Section VIII	Quality Control Requirements	Enclosed
Section IX	Qualification / Eligibility Criteria	Enclosed
Section X	Tender Form	Enclosed
Section XI	Price Schedule	Enclosed
Section XII	Questionnaire	Enclosed
Section XIII	Bank Guarantee Form for EMD	Not applicable for this tender
Section XIV	Manufacturer's Authorization Form	Not applicable for this tender
Section XV	Bank Guarantee Form for Performance Security	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section.
Section XVI	Contract Form	
Section XVII	Letter of Authority for attending a Bid Opening	
Section XVIII	Shipping Arrangements for Liner Cargoes	Not Applicable
Section XIX	Proforma of Bills for Payments	Not Applicable
Section XX	Proforma of Pre-contract Integrity Pact	Not Applicable
Annexure-A	Bidders Credentials	Enclosed
Annexure-B	Blacklisting and confidentiality Statement	Enclosed
Annexure-C	GST Registration details	Enclosed
Annexure-D	National Electronic Fund Transfer (NEFT) Model Mandate Form	Enclosed
Annexure-E	Bid Security Declaration in lieu of Earnest Money Deposit	Enclosed
Annexure-F	Declaration Regarding Restrictions of Procurement From a Bidder of a country which shares a Land Border with India	Enclosed
Annexure-1	Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012	Enclosed
Annexure-2	Conditions For Start-Up Companies	Enclosed
Annexure-3	Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017'	Enclosed
Annexure-4	Procedure To Be Adopted When The Bidder Qualifies As Both MSE And Class-I Local Supplier	Enclosed
Annexure-5	Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM	Enclosed
Annexure-6	P.B.G Format Issued by Holding Company	Enclosed
Annexure-7	Undertaking to provide financial support to our wholly owned subsidiary	Enclosed
Annexure-8	Model Clauses for Tenders	Enclosed
Annexure-9	Service Level Agreement (SLA)	Enclosed

Section I: Notice Inviting Tender (NIT)**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED****(Wholly owned Subsidiary of Reserve Bank of India)**

No. 3 & 4, Ist Stage, 1st Phase, BTM
Layout, Bannerghatta Road, Bangalore
560 029

Website: www.brbtnmpl.co.in Email: cobangalore@brbtnmpl.co.in

Tender No. 011/CO/IT/2021-22**DATE: 31/12/2021**

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

Sl.No.	Brief Description of Goods / Services /Category	Quantity with UOM	Earnest Money Deposit
1.	<u>Implementation, Subscription and Maintenance of Vigilance Management System (VMS)</u> <u>[As per List of Requirements in Section VI & detailed scope of work and specifications mentioned in Section-VII]</u>		Nil (Bid security declaration form to be submitted as per Annexure-E)

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.)	Express Limited Tender - Two Bid System (Part-I Techno-commercial bid & Part-II Financial/Price Bid)
Date of Sale of tender documents	From 31-12-2021 to 12-01-2022 during office hours
Price of the Tender Document	Rs.500/- (inclusive of applicable Taxes) **NIL (if downloaded from our website www.brbtnmpl.co.in)
Place of sale of tender documents	Technical Section, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bengaluru-560 029. (OR) Can be downloaded from our website www.brbtnmpl.co.in
Closing date and time for receipt of tenders	13-01-2022 at 15:00 hours
Place of receipt of tenders	Reception, 1 st Floor, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bannerghatta Road, BTM Layout, Bengaluru
Time and date of opening of tenders	13-01-2022 at 15:30 hours
Place of opening of tenders	First Floor, Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bannerghatta Road, BTM Layout, Bengaluru-560 029.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Dy. General Manager (Technical)/ Dy. General Manager-PP(Technical) Bharatiya Reserve Bank Note Mudran Private Limited, Corporate Office, Bengaluru-560 029.

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.500/- (Five Hundred Rupees)** per set through any of the following mode,
- Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of “**Bharatiya Reserve Bank Note Mudran Private Limited**”, payable at **Bengaluru**.
 - Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers). For payments to be made online transfer through NEFT/RTGS at BRBNMPL account State Bank of India, State Bank Of India A/c No.: **10605523157** IFSC: **SBIN0006861**
 - Other Electronic Modes of Payment as per UPI id and QR code given below.
 - Unified Payments Interface (UPI) (BHIM-UPI)
 - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPIQR Code)



Scan & Pay Using Any UPI App to

UPI ID: **brbnmplban@sbi**

MERCHANT NAME: **BHARATIYA RESERVE BANK NOTE**

MU



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

- If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers, for which extra expenditure per set will be **Rs.500** for domestic post and **Rs.5000** for international courier. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
- Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document.
- 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 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.

7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on **Overall Lowest (L1) bidder** from eligible bidders as per SL. No. 15 of section XI – Price schedule.
10. BRBNMPL reserves the right to cancel the tendering process/reject all bids/re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete documents, not submitted in accordance with the directions issued shall be liable for rejection.
11. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.

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

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

However, no exemption will be given for depositing of security deposit (SD) to any of the above or any other category of entities.

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

Annexure-1: Salient Features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'; Conditions for Micro and Small Enterprises (MSEs).

Annexure-2: Conditions for Start-Up Companies

Annexure-3: Salient Features of Revised 'Public Procurement (Preference to Make in India) Order, 2017'

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

13. Guidelines for filling two-part tender:

- (a) **Part I:** First sealed cover should contain, cost of tender form, technical offer (catalogue/brochure/specifications etc.), tender document including corrigendum pages, supportive documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender **except Section XI (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. **Offers with Counter Conditions is liable for Rejections**. This first sealed cover should be clearly super-scribed with **"Part I - Technical Bid – TENDER ENQUIRY No. 011/CO/IT/2021-22 dated 31/12/2021 for Implementation, Subscription and Maintenance of Vigilance Management System (VMS) as per Section VI: List of requirement and Section VII: Scope of work & Technical Specifications"**. Any price indication in the Technical Bid will be

summarily rejected.

- (b) **Part II:** Second sealed cover should contain only **section XI (Price Schedule)** (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **“Part II - Price Bid - TENDER ENQUIRY No.011/CO/IT/2021-22 dated 31/12/2021 for Implementation, Subscription and Maintenance of Vigilance Management System (VMS) as per Section VI: List of requirement and Section VII: Scope of work & Technical Specifications”**.
- (c) The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“TENDER ENQUIRY No. 011/CO/IT/2021-22 dated 31/12/2021 for Implementation, Subscription and Maintenance of Vigilance Management System (VMS) as per Section VI: List of requirement and Section VII: Scope of work & Technical Specifications”** with due date of opening at **13/01/2022 15:30 Hrs** and should be addressed to ‘The General Manager (Technical), BRBNMPL, Corporate Office, Bengaluru-560 029.
14. **Price:** Prices shall be quoted in Indian Rupees only, inclusive of GST, discounts, insurance (if any), etc. as per the Price Schedule format furnished in Section-XI. The price quoted should remain firm & valid till completion of contract period as per the schedule specified in our work order. Bidders may note that,
A) Additional / Actual data storage requirement would be known after digitization of physical records is taken up by BRBNMPL. Therefore, charges towards data storage would be borne by the company on receipt of relevant quarterly invoice from the successful bidder (For old data (Scanned data) storage).
B) Implementation is to be done at all three units of the company viz. Bengaluru, Mysuru and Salboni.
15. **Delivery Terms:** The configuration, customization, implementation and Go-live of the Vigilance Management System (VMS) as per Section-VII “Scope of Work” to be completed **within 45 days** from the date of issuance of the LOI (Letter of Intent)
16. **Warranty: Not Applicable.**
17. **Brochures:** Complete description of the services offered (in SaaS model) along with complete technical details of the services offered should be enclosed along with the tender documents without fail.
18. **Payment Terms:**
- A. 100% of the Total Implementation cost mentioned at **Sl. No. 03 of Section-XI-Price Schedule** will be released based on User Acceptance Test (UAT) certificate issued by all our units (Bengaluru, Mysuru and Salboni) post successful implementation of VMS as well as Service Level Agreement (SLA) to be executed by the successful bidder.
- B. No Advance Payment shall be made.
- C. Payment towards Subscription and AMC as mentioned at **Sl. No. 6, 10, 13 Of Section –XI-Price Schedule** will be released on quarterly basis on arrears after providing services as per **scope of work** as per **Section VII** by the successful bidder.
- D. The release of above payments is subject to a security deposit as mentioned in Para 22. Payments will be made on the submission of the original Invoice/Bills, etc. Statutory deductions as applicable shall be made from the gross bill amount.
- E. DD/RTGS/NEFT charges shall be borne by successful bidder. For RTGS/NEFT payment, you may forward your Bank Mandate mentioned in Annexure-D and other details along-with your invoice & copy of your latest GST returns for immediate e-payment. Bidder has to furnish the price-break-up including the tax components. Any revision (increase/decrease) in statutory rates after opening the tender will be paid at actuals on producing the documentary evidence.

F. Any increase in statutory duties beyond scheduled delivery period is not attributable to BRBNMPL and the same will have to be borne by the supplier.

19. **EMD:** EMD for the tender is Nil. However, your sealed tender/ quotation should be accompanied with Bid security declaration form as per **Annexure: E**

20. Liquidated Damages/Penalty:

- i) For any delay in implementation beyond the scheduled timeline period mentioned in Para 15, BRBNMPL reserves the right to deduct liquidated damage @0.5% for every week of delay or part thereof subject to a maximum of 10% of the total value of implementation of Vigilance Management System. (**Ref: Sl. No. 03 of the Section-XI “Price Schedule”**)
- ii) However, if the implementation is not completed within 3 months from the date of issue of work order/LOI then the Contract is liable to be terminated and Security Deposit shall be forfeited.
- iii) Penalty charges during subscription and AMC period would be as per Clause 6, 7, 8, 9 & 10 of **Annexure-9-Service Level Agreement (SLA)**.

21. **Subscription contract:** The successful bidder shall enter into a contract for providing subscription and support initially for a period of One (01) year, after Roll out/Go-Live of the Vigilance Management System on yearly renewable basis based on satisfactory performance, the subscription for 2nd and 3rd year shall be taken up on yearly basis at quoted rates. During subscription period, the contractor has to provide the support as mentioned in the section VII of this tender. Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under Subscription work order/contract. Statutory Deductions as applicable will be made from the gross bill amount. **Bidder has to quote the subscription cost as per the Price Bid format of Section-XI.** The successful bidder should execute a Service Level Agreement (SLA) as per Annexure-9. BRBNMPL reserves the Right to extend the contract after 3 years on mutually agreed terms and conditions.
22. **Performance Security Deposit:** Performance security is to be submitted for an amount equal to **three per cent (3%)** of the total value of the contract mentioned at **Sl. No.7 of Section-XI of the Price Schedule for a period of one year**, for further details, refer SCC Clause 6 under Section V of the Tender document. However, the performance security deposit for 2nd and 3rd year shall be 3% of total subscription and AMC charges as mentioned at **Sl. No. 10 and 13 of Section-XI of the Price Schedule** respectively.
23. **Training and Handholding support (T&H support):** The bidder should provide on-site T&H support in the technical and process aspects of the offered solution, at three locations (Bengaluru, Mysuru and Salboni) during the contract period. BRBNMPL shall bear “to and fro” fares (if the journey is made by Air, Economy class fares will be paid), lodging and boarding charges actually incurred by the supplier for all such T&H support aggregating to maximum of Ten (10) working days across all the three locations during the implementation phase. Besides above charges, for any additional T&H support visits over and above aforesaid ten days, to our units, as and when required by BRBNMPL, the successful bidder would also be paid additional Man day rates quoted by them at Sl No.16 of **Section-XI of the Price Schedule** during the contract period.
24. **Bank charges:** Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form, EMD and performance security to be borne by the supplier only.
25. **Finalization criteria:** The Tender will be finalized on the basis of Overall L1 (**Sl. No. 15 of Section-XI of the Price Schedule**) and as per other terms & conditions of the tender. **The bidder must quote for all the items mentioned in the schedule, otherwise the offer will be liable for rejection.**

26. The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL.
27. Submission of authentic documents in time is the prime responsibility of the bidder. In case of ambiguity or incomplete documents pertaining to bid submitted, bidders may be given only one opportunity with a fixed deadline after bid opening to provide complete and unambiguous documents in support of meeting the Pre-Qualification Criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder's tender will be rejected.
28. BRBNMPL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information. BRBNMPL reserves the right to accept or reject or cancel the lowest or any other Tender Offer without assigning any reason thereof.
29. A Tender is also liable for rejection in the following circumstances:
- **Non-submission of “Bid Security Declaration” in Company Letterhead** as per Annexure – E in lieu of EMD.
 - Does not fulfil minimum pre-qualification criteria as per the Tender Documents.
 - Submits the tender late i.e. after due date and time.
 - Unsolicited tenders.
 - Stipulates the validity period less than what is stated in the Tender Documents
 - Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
 - Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
 - Does not submit bid in the prescribed format making it impossible to evaluate the bid.
 - Indulges in tampering of tender documents.
 - Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria.
30. Bidders who have been blacklisted /debarred by BRBNMPL or any PSU or any Government Departments and stands blacklisted /debarred as on tender opening date are not eligible to participate in this tender.
31. Self-certified copies (with seal of firm) of this **Tender document, corrigendum if any** along with other **documents mentioned in the tender** are to be submitted along with the Bid.
32. No counter conditions shall be accepted.
33. **Bidders to write Page Nos. on each page (duly sealed and signed) of the tender documents submitted.**
34. Offers submitted not in line with the above guidelines shall be liable for rejection.
35. If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned at Page 1 of this tender so as to reach **at least 05 days prior** to date of opening of the tender.
36. All disputes are subject of Bengaluru jurisdiction

Yours faithfully,
For & on behalf of BRBNMPL,

Deputy General Manager (Technical)
BRBNMPL,
Bengaluru

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 fulfil 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 document includes: -

1. Section I: Notice Inviting Tender (NIT)
2. Section II: General Instructions to Tenderers (GIT)
Part I: General Instructions applicable to all types of tenders Part II: Additional General Instructions applicable to specific types of tenders
3. Section III: Special Instructions to Tenderers (SIT)
4. Section IV: General Conditions of Contract (GCC)
5. Section V: Special Conditions of Contract (SCC)
6. Section VI: List of Requirements
7. Section VII: Technical Specifications
8. Section VIII: Quality Control Requirements
9. Section IX: Qualification / Eligibility Criteria
10. Section X: Tender Form
11. Section XI: Price Schedule
12. Section XII: Questionnaire
13. Section XIII: Bank Guarantee Form for EMD
14. Section XIV: Manufacturer's Authorization Form
15. Section XV: Bank Guarantee Form for Performance Security
16. Section XVI: Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
A: In respect of CFR, CIF, Turnkey/F.O.R. contracts for import
B: In respect of FOB/FAS contracts for import
19. Section XIX: Proforma of Bills for Payments
20. Section XX: Proforma for Pre Contract Integrity Pact

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 uploaded in the website and 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 tenders.

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 19.4) 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 17.3 of GIT).

d. Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 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 fulfil 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.

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 (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin 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 (goods manufactured in India or goods of foreign origin already located in 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 Goods and services Tax, Customs duty or any other similar duties and taxes 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) Goods and Services Tax, 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 of foreign origin 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:

For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), if the Tenderer desires to ask for Goods and services Tax, Customs duty or any other similar duties and taxes 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 Goods and Services Tax

a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax 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 Goods and Services Tax will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax 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 Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax 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 Goods and Services Tax...contd...

If a tenderer asks for 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 Goods and Services Tax...contd...

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

ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of 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 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

GST 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 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 Duties, taxes and other levies of Local bodies

Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of duties, taxes 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 Customs duty, Goods and Services Tax or any other similar duties and taxes 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 (goods of foreign origin offered from abroad) and hence would not be reimbursed.

12.14 Customs Duty:

In respect of imported goods of foreign origin 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. Authorized Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized Dealers/ Distributors/ Representatives who are exclusively appointed by the principal manufacturers/OEMs to represent them in the country shall be eligible to apply or to take part in the bid. One Principal manufacturer/OEM can authorize only one Dealer/ Distributor/Representative for a particular tender. Similarly, one authorized

Dealer/ Distributor/Representative can represent only one Principal manufacturer/OEM in a particular tender. There can be only one bid from either: -

1. The Principal manufacturer/OEM directly; or
2. Any of its branch/division/subsidiary; or
3. Authorized Dealer/Distributor/Representative on behalf of the Principal manufacturer/OEM

Note

(i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/ distributor/ representative can bid but both

cannot bid simultaneously in the same tender.

(ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then

1. the bidder should have been associated as authorised dealer/distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar „Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and

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

3. the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.

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

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 FE 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 fulfil 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 authorized Dealer/Distributor/Representative 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.

17. Documents establishing Goods' Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderer's 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 Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Start-up as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), 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 (registration with CPO or as a MSE or as a Start-up, as the case may be).

Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.

18.3 The earnest money shall be denominated in Indian Rupees or in equivalent foreign exchange in case of GTE/ICB tenders.

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

- a) Account Payee Demand Draft from any scheduled commercial bank in India or
- b) Banker's cheque from any scheduled commercial bank in India or
- c) Online Bank Transfer (Proof of online transfer to be submitted)

d) Other Electronic Modes of

Payment Debit Card powered by

RuPay

Unified Payments Interface (UPI) (BHIM-UPI)

Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)

e) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)

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 whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid.

The successful bidder's bid security (EMD) can be adjusted against the SD or returned as per the terms of the tender document. The balance can be deducted from the supplier's bill/invoice before release of payment. Unlike Procurement of Works, in Procurement of Goods, the concept of taking part of Performance Guarantee as money retained from first or progressive bills of the supplier is not acceptable.

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 up to 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 up to 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 up to 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 initialled 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 initialled 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 up to 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 not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
- 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 and that of other copies of the same tender set, the text etc. of the original shall prevail. Here also, BRBNMPL will convey its observation suitably to the tenderer by registered / 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 Bill Currency 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/FOR 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/FOR 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 offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, 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 Micro & Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour 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 misdemeanour 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 techno-commercially 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. 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 nomination basis (PAC and STE without PAC);

- (ii) Procurement is from a single or limited sources of supply;
- (iii) Procurements 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 misdemeanour 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

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be rejudged 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 by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

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 Misdemeanours

44.1. Following would be considered serious misdemeanours:

- i. Submission of misleading / false / fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent / un-encashable 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 misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

45. Notification of Award

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

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

50.1 In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:

- i. Earnest Money Deposit (EMD) to be furnished by unregistered bidders only.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate

contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

Depending on the anticipated overall drawal against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, the procuring entity shall consider obtaining Performance Security @ 5% (Five percent) of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Section IX of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Short listed Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.

51.2 If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples

52.1 Normally no sample would be called along with the offer for evaluation.

52.2 Purchaser's Samples: If indicated in the SIT, a Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII - "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

52.3 Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless

specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BRBNMPL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII "Quality Control Requirements" in the SBD.

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

54.2.1 This sale of Scrap is strictly on "As is; Where is; Whatever

is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity, nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the safe contract is concluded.

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

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

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

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

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

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

54.3 Submission of Offer

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

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

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

54.3.4 If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.

54.3.5 Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer.

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BRBNMPL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include

such and all incidental charges.

54.3.7 Registered dealers who are exempted from payment of Goods and Services Tax must give reference to Goods and Services Tax laws which provides such exemption or submit any certificate as issued by the Goods and Services tax authorities and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of account payee demand draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment as mentioned in clause 3 of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in the form of account payee demand draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.4.3 Disposal Tenders for Security and Sensitive Machinery and Items:

54.4.4 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BRBNMPL, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors / re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

54.4.5 If stipulated in SIT delivery would be given only in dismantled / cutup condition.

54.4.6 Development and Indigenization Tenders:

54.4.7 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

54.4.8 If specified in SIT the contract documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.

54.4.9 If specified in SIT, The Tenderers may quote separately for

54.4.10 i. Price / rate for bulk supply of item in development / indigenization supplies and ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

54.4.11 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.

54.4.12 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.

54.4.13 The ratio of splitting of the supply order between various

development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

54.4.14 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment / spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.

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

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

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

Yours faithfully,

() **Seal**

Signature with date.

Name:

Section III: Special Instructions to Tenderers (SIT)

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

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

(Clauses of GIT listed below include a possibility for variation in their provisions through 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	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), GoI.
3.	8	Pre-bid Conference	Not applicable
4.	9	Clarification of Tender Documents	If any clarification is required, bidders are required to send their request in writing to the contact details mentioned at Page 1 of this tender atleast 5 working days prior to the date of opening
5.	11.2	Tender Currency	Indian Rupees only.

6.	12.8	GST	<p>1. Wherever applicable bidder shall quote the exact Tax percentage F.O.R. BRBNMPL, Bangalore (Karnataka). Supplier shall be solely responsible for correctness of the HSN/SAC Code of services to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due incorrect HSN/SAC Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN/SAC Code and its applicable rate. Supplier shall be solely responsible for any Legal Complications arising due to this.</p> <p>2. 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>
7.	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.
8.	18	EMD	Nil (Bid security declaration form to be submitted as per Annexure: E)
9.	19	Tender Validity	90 days
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 applicable
11.	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.

12.	31	Qualification / Eligibility Criteria	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. For “Class -I Local Supplier” and “Class -II Local Supplier” as per the GOI guidelines [refer Annexure-3] Note: 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]
13.	33	Schedule-wise Evaluation.	The Tender will be finalised on the basis of Overall L1 IN Sl. No. 15 of Section-XI of the Price Schedule 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.
14.	35.2 , 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<ul style="list-style-type: none"> As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 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>Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case-to-case basis within the provisions of Government guidelines.</p>
15.	42	Variation of Quantities at the Time of Award	No Splitting of the order
16.	50	Rate Contract Tenders	NOT APPLICABLE
17.	51	PQB Tenders	NOT APPLICABLE
18.	52.2	Purchaser's Samples	NOT APPLICABLE
19.	52.3	Pre-Production Samples:	NOT APPLICABLE
20.	54	Tenders for Disposal of Scrap	NOT APPLICABLE

(Authorised Signature of the bidder firm with date)

(Seal)

Section IV: General Conditions of Contract (GCC)**Part I: General Conditions of Contract applicable to all types of Tenders****1. Definitions; Interpretation and Abbreviations:** In the contract, unless the context otherwise requires:**1.1 Definitions and Interpretation:**

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes 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, successors, authorized dealers/representatives, 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 maybe. Words in the singular include the plural and vice-versa.
- (xii) 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.
- (xiii) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xiv) 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.
- (xv) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvi) "Tender" means quotation / bid received from a firm / supplier.
- (xvii) "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.

- (xviii) "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.
- (xix) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xx) "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.
- (xxi) "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.
- (xxii) "Specification" or "Technical Specification" means the drawing/ document/standard that prescribes the requirement to which product or service has to conform.
- (xxiii) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxiv) "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 C+ ustom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector

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

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 read with the Arbitration and Conciliation (Amendment) Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents.
- vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

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

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

copies thereof, in addition to safeguards mentioned in sub-para above.

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

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

4. Patent Rights

4.1 The supplier shall, at all times, indemnify

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

5. Country of Origin

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

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

6. Performance Bond / Security

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

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

- a. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.
- b. Bank Guarantee issued/confirmed by any scheduled 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 fulfil 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 up to final destination as per the contract.

8.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality

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

8.3 Packing instructions:

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

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

9. Inspection and Quality Control

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

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

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

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

9.5 If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the & 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 transshipments 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 CFR 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/FOR 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 CFR 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:
- sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
 - immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

13.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.

14. Incidental services

14.1 Subject to the stipulation, if any, in the SCC (Section V) and the Technical Specification (Section VII), the supplier shall be required to perform any or all of the following services:

- Providing required jigs and tools for assembly, start-up and maintenance of the goods
- Supplying required number of operation & maintenance manual for the goods
- Installation and commissioning of the goods
- Training of BRBNMPL's operators for operating and maintaining the goods
- Providing after sales service during the tenure of the contract
- Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

14.2 Prices to be paid to the supplier by BRBNMPL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BRBNMPL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

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

15.1 The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified

in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

15.2 For Domestic Goods, including goods already imported by the supplier under its own arrangement, within 24 hours of despatch, the supplier shall notify BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- Packing list;
- Insurance certificate;
- Railway receipt / Consignment note;
- Manufacturer's guarantee certificate and in-house inspection certificate;
- Inspection certificate issued by BRBNMPL's inspector
- Expected date of arrival of goods at destination and
- Any other document(s), as and if specifically mentioned in the contract.

15.3 For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax / email:

- Clean on Board Airway Bill/Bill of Lading (B/L)
- Original Invoice
- Packing List
- Certificate of Origin from Seller's Chamber of Commerce
- Certificate of Quality and current manufacture from OEM
- Dangerous Cargo Certificate, if any.
- Insurance Policy of 110% if CIP/CIF contract.
- Performance Bond / Warranty Certificate

16. Warranty

16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

16.3 In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.

16.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified / replaced goods shall be

extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.

16.6 If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.

17. Assignment

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

18. Sub Contracts

18.1 The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

18.2 Sub contract shall be only for bought out items and sub-assemblies.

18.3 Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").

19. Modification of contract

19.1 Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However, if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- (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 consignee (Stores) 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 (Stores section).

22.2.2 Where the terms of delivery is delivery at site / FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores section) 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 (Stores section) and balance

iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

(b) For a contract with terms of delivery as Delivery at site/FOR destination

i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier

ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

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** - 90% net FOB/FAS/ CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after its suitability is ascertained by the consignee (User department).

(b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% to 90% net FOB/FAS/CFR/CIF/ CIP 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 final acceptance by the consignee (User department).

22.4 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.

22.5 The payment shall be made in the currency / currencies authorized in the contract.

22.6 The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

22.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

22.8 The important documents which the supplier is to furnish while claiming payment are:

a) Original Invoice

b) Packing List

c) Certificate of country of origin of the goods from seller's Chamber of Commerce.

d) Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee

e) Manufacturer's test certificate

f) Performance / Warrantee Bond

g) Certificate of insurance

h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government

agency (like postal department) or an agency duly authorized by the concerned ministry / department

i) Consignee's Certificate confirming receipt and acceptance of goods

j) Dangerous Cargo Certificate, if any, in case of imported goods.

k) Any other document specified.

22.9 While claiming reimbursement of duties, taxes Goods and Services Tax, Customs duty and any other similar duties and taxes 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. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.

22.10 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

"I/We, certify that It We have not received back the Inspection Note duly receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.

23. Delay in the supplier's performance

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

23.2 Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

a) Imposition of liquidated damages,

b) Forfeiture of its performance security and

c) Termination of the contract for default.

23.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

23.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract

b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services 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 and/or services 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 In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.

27.2 Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.

27.3 In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform BRBNMPL as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.

27.4 Escrow Arrangement

The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and

its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.

In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

For the purpose of this Clause, the term '*Software*' shall collectively mean, the full and final version of the Software to be delivered to BRBNMPL in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the full and final version including all System Documentation and User Documentation.

The term '*System Documentation*' shall mean any and all documentation used in the development and updating of the Software, including but not limited to, customer requirements and specifications design or development specifications, test and error reports, and related correspondence and memoranda. And the term '*User Documentation*' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

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 fulfil 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.

(e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

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 Bangalore/Mysore/Kolkata 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 Bangalore/Mysore/Kolkata. 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.

Part II: Additional General Conditions of Contract for specific Types of Tenders in addition / modification to clauses mentioned above:

36. Disposal / Sale of Scrap by Tender

36.1 During the currency of contract, no variation in price or rate shall be admissible.

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Account Payee Demand Draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through Online Transfer or through other Electronic Mode of Payment as mentioned in the NIT.

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the BRBNMPL and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BRBNMPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BRBNMPL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BRBNMPL without reference to the purchaser concerned and without incurring any liability on part of BRBNMPL whatsoever in respect there under.

36.2.5 In case extension is granted by BRBNMPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

36.3 Deliveries, Delays and Breach of Contract

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the

Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.

36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight, which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.

36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.

36.3.7 The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.

36.3.8 If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be

entitled to take delivery of the goods or the materials sold within such extended Delivery period.

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover, the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored - which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.

36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

36.3.11 The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, the purchaser shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

Section V: Special Conditions of Contract (SCC)

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

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

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

Sl. No	GCC Clause No.	Topic	SCC Provision
1.	1 to 4	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights.	No Change
2.	5	Country of Origin	Should be of Indian Origin.
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.
4.	8, 9, 11, 12, 13, 14, 15	Packing and Marking, Inspection and Quality Control, Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	Not Applicable
5.	16.2, 16.4	Warranty Clause	Not applicable as the product we require is a software subscription SaaS (Software As A Service) model
6.	19, 19.3	Modification of Contract	No change.
7.	20.1	Price Adjustment Clause	Not applicable
8.	21.2	Taxes and Duties	If the tenderer fails to provide the breakup of taxes and duties in the tender, purchaser will consider no claim thereafter.

9.	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)</p>	As per NIT clause 18 of tender document.
10.	23	Delay in Supplier's performance	Please refer Annexure:9 - SLA
11.	24.1	Quantum of LD	As per NIT clause 20 of tender document.
12.	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	Not Applicable
13.	27.4	Escrow Arrangement	<p>Not Applicable; However, the following point is applicable;</p> <p>i. In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance.</p>
14.	33,33.1,33.2	Resolution of Disputes	Clauses 33.1 and 33.2 are applicable. At Bengaluru.
15.	36	Disposal / Sale of Scrap by Tender	Not applicable

(Authorised Signature of the bidder firm with date)

(Seal)

Section VI: List of Requirements

Sl.No.	Brief Description of Goods / Services /Category	Quantity (in Nos.)	Earnest Money *(in Rs.)	Remarks
1	<u>Implementation, Subscription and Maintenance of Vigilance Management System (VMS) initially for a period of 1 year. 2nd and 3rd Subscription and AMC shall be taken up on yearly basis based on the satisfactory performance</u>	1	Nil (Bid security declaration form to be submitted as per Annexure – E)	For detailed specifications and scope of work see section VII of this tender document

Scope of work:

The broad Scope of work includes **Implementation, Subscription and Maintenance of Vigilance Management System (VMS).**

Required Delivery Schedule:

Successful bidder should complete Implementation and Go-Live within 45 days from the date of receipt of LOI.

Liquidated Damages: Refer clause No. 20 of NIT, Page 7.

Format of Service Level Agreement: Refer Annexure-9.

Correspondence address:

Shri S M Pawale / Shri M K Narasimha
Deputy General Manager / Assistant General Manager
Bharatiya Reserve Bank Note Mudran Pvt Ltd.,
 No. 3 & 4, 1st Stage, 1st Phase,
 BTM Layout, Bannerghatta Road,
 Bengaluru-560029.
 Ph. 080-66602000
 Extn.: 2034/2033

Billing Address

General Manager (Technical)
Bharatiya Reserve Bank Note Mudran Pvt Ltd.,
 No. 3 & 4, 1st Stage, 1st Phase,
 BTM Layout, Bannerghatta Road,
 Bengaluru-560029.

Section VII: Scope of Work & Technical Specifications

Scope of work

The vendor is required to configure, customize, implement, and maintain cloud based Vigilance Management System (VMS). The solution will be accessed by around 2000 employees of BRBNMPL in three locations viz Salboni (West Bengal), Mysuru and Bengaluru (Karnataka).

Part-A: General Requirements

- 1.1 The bidder is required to provide the solution in a Cloud native SaaS model including implementation, testing, migration, installation, providing requisite interfaces and to provide technical support initially for a period of 1 year. The 1 year subscription period starts from the Go-Live Date after acceptance by BRBNMPL, 2nd and 3rd Subscription and AMC shall be taken up on yearly basis based on satisfactory performance. For On-site backup configuration, the bidder is required to specify the complete hardware requirement and the same would be purchased by the Company. Hosting on cloud and its maintenance will be on vendor scope. Cloud Disaster Recovery (DR) and High Availability (HA) is required as specified in SLA.
- 1.2 VMS must support latest versions of standard browser such as (but not limited to) Internet Explorer, Google Chrome, Mozilla Firefox. The bidder should clearly mention the browsers and versions supported in the technical bid documents.
- 1.3 VMS solution must provide off-the-shelf mobility for latest versions of Android and iOS. The mobile application must support all the core features of the desktop application.
- 1.4 The bidder should provide the list of features which are available as part of mobile application. Company can also ask the bidder to include new features, if deemed necessary.
- 1.5 VMS solution must provide reporting utility that supports real-time and graphical reporting (with standard charts such as line charts, bar charts, etc.). Apart from this, it should have a report builder which can be used to create customized reports.
- 1.6 The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures, user FAQs, DR documents, escalation matrix, training manual, system acceptance report, application hosting documents, UAT documents, weekly status report, etc.
- 1.7 During the contract period, BRBNMPL also proposes to implement ERP solution covering other areas of operation. Upon such implementation, it will be vendor's responsibility to ensure that appropriate integration is provided without affecting the normal course of business.
- 1.8 Extraction of data from the existing HRMS and payroll system is the responsibility of the vendor.
- 1.9 The support for VMS should include the following: **i).** All minor and major version upgrades during the period of contract shall be carried out by the vendor without any additional cost. **ii)** Program updates, patches, fixes and critical security alerts as required without any additional cost. **iii)** Documentation updates without any additional cost. **iv)** Provide remote 24*7 days operation and

- management services for VMS Solution related malfunctions as defined in Service Level Agreement (SLAs) and ability to log requests online
- 1.10 If BRBNMPL selects another vendor after expiry of contract period or during the contract period due to any reason, then the bidder commits to providing all necessary support in handing over the VMS project to new incumbent identified by BRBNMPL, handover all documentations, provide team support during the handover period and ensure a seamless and smooth transition. The bidder should provide all data pertaining to BRBNMPL in case of termination or closure of business by the bidder.
 - 1.11 In case of a Multi-tenant cloud platform, the sharing of physical infrastructure should have strict logical segregation methods. Maintenance and auditing should be done by the vendor and reports as and when required should be submitted during contract period.
 - 1.12 The bidder should comply with the Company's IT Security policy in key concern areas relevant to the scope of work. Some of the key areas include (but not limited to) i. Responsibilities for data and user privacy and confidentiality ii. Responsibilities on system and software access control and administration with password protection. iii. Data Encryption (AES-256 BIT end-to-end strong encryption), TLS 1.2 minimum, Protection /XBRL requirement of the Company and Hashing using SHA512. iv. Protect information from unauthorized modification or destruction
 - 1.13 The service provider must keep Company's data in a separate schema or database or logical partition from other customers.
 - 1.14 Company's data under NO circumstances will be shared with any other organization / entity / individual / regulatory body etc.
 - 1.15 The vendor should provide details of audit trails and logs implemented for other commercial Companies, along with the technical bid documents.
 - 1.16 The system must provide access to structured / unstructured data via a self- service portal through RESTFUL APIs.
 - 1.17 Company's data must be destroyed, not obfuscated by service provider after the contract is completed as per BRBNMPL's IT security policy. The data destruction will be verified by BRBNMPL and provision to be made for verification.
 - 1.18 Any planned downtime for VMS Solution maintenance/ upgrade must be communicated to the Company at least 15 days in advance. No data loss should occur during the maintenance/upgrade.
 - 1.19 The VMS solution should be capable of federating with the Company's IdPs.
 - 1.20 Vendor must provide predefined periodicity of alert service for any problems with the service being unavailable. This can be in the form of SMS / E-Mails and should be sent to persons mentioned in the escalation matrix.
 - 1.21 **All the requirements mentioned in Section VIII-Part-A –Technical Compliance statement are to be met by the vendor.**
 - 1.22 The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the product as and when applicable.

- 1.23 Any level or version changes, clarification, corrections and modifications in the above mentioned documents should be supplied by the vendor to the Company free of cost in a timely manner.

Part-B: Functional Requirements

- 2.1 The fundamental requirement of VMS would be to capture specified employee data, provision for online submission of returns/requests by the employees including supporting documents and processing/ approvals thereof in the system as per predefined process flow involving maker/checker/authorizer. Provision to modify/edit, in case any employee wants to resubmit the document(s) before the due date of submission. After due date, the option to edit/modify shall automatically be disabled. Further, provision to trigger workflows to capture data or provide rights to specific users to make changes to employee data with robust audit trail to be enabled.
- 2.2 The system is estimated to be used by 2000 concurrent users, which should be scalable to 3000. Provision needs to be done for more users using application for short durations.
- 2.3 The system must cater to around 2000 employee's data with an increase in employees year on year of 5-10%.
- 2.4 The system should provide web content management capabilities for providing web based access to users.
- 2.5 The system should be accessible over Company's Internet. It should also support mobile app for both Android and iOS platform. VMS should be accessible through both web page and mobile application for employees and processors (maker/checker/authorisor).
- 2.6 System should be capable of handling Unit Level, Department/Division level, individual level of customization or configuration.
- 2.7 System should have hierarchy of command, responsibility based controls.
- 2.8 System should be capable of printing regular and ad-hoc reports in EXCEL / PDF formats. System of generation of reports should be user friendly. The user should be able to design his query by selecting the desired field parameters and generate reports. Also, provision should be available for scheduling reports at a defined frequency from the system.
- 2.9 System should provide Employee Self Service and scope for submitting "ON- BEHALF OF" facility. Using ON-BEHALF OF facility, it should be possible to part- delegate or delegate different transactions to different users.
- 2.10 System should provide for 4-eye Principle/maker-checker concept in workflow processing. All the workflows should have provision to have customized approval flows.
- 2.11 System should support hierarchy of position / person / job etc. for full/partial access in the system. Should follow Role Based Access Control (RBAC) model for restricting system access to authorized users.
- 2.12 Authorized users at units or elsewhere should be able to download data/report in the form of Word/Excel spreadsheets. Data should be updatable in the excel sheets with upload from excel capability.

- 2.13 Employee data to include his photograph & signature in scanned form
- 2.14 Notifications to users for any Pending/Upcoming task or Reminders set by admins
- 2.15 System should provide e-mail and SMS alerts to the users based on any events / triggers. Provision for creating Custom templates to be available for Email.
- 2.16 The users should be able to see the task lists / notifications on the system. The system should also be able to send auto reminders through SMS/e-mail based on due dates.
- 2.17 System should be capable of handling employees on contract basis
- 2.18 Solution should have provision to allow employees to raise query and it should in turn get assigned to pre-defined officials for resolution.
- 2.19 Security system should be so powerful that any hacker should not be able to make any unauthorized FTP and download sensitive information
- 2.20 Every data being stored should be encrypted at transit and at rest. All the data in transit should be encrypted using minimum TLS 1.2 with strong ciphers. Appropriate classification standards should be used to classify PII and non-PII data. Encryption to be done on all cluster storage and snapshot volumes, ensuring the security of all cluster data at rest (Encryption at Rest). Also, vendor should ensure additional layer of encryption on all data. The details of such additional encryption standards should be provided to BRBNMPL.
- 2.21 Vendor should ensure system integrity, information security and compliance with privacy laws/Information Technology Act in the solution provided by them.
- 2.22 Audit Trails need to be made available (as and when required by Company) for all the operations. It should have provision to view the logs as and when required.
- 2.23 On line update & batch update of central database by authorized personnel
- 2.24 Dynamic Events should be initiated by the system. When the user starts to enter the information, it indicates what he wants to achieve. In case there is any error in the input field, the system should provide an intuitive message to the user.
- 2.25 Automatic Date monitoring which is continuous for all dates of significance and Date stamping in Date, Month, Year format .
- 2.26 Centralized database with application tools at user level to unit specific data
- 2.27 High level of parameterization
- 2.28 The system should be able to cater with minimum data entry and auto updation of relevant screen and programs.
- 2.29 Provision for bulk uploading of data / documents
- 2.30 On-line data entry with built-in error messaging system.
- 2.31 Support should be available for all modules from the date of implementation.
- 2.32 Performance tuning whenever required will be carried out if the system does not cater to the concurrent load of users.
- 2.33 Facility to upgrade as per changes in law of the land.
- 2.34 Role based attachment of menus / reports

- 2.35 Facility for print/ email bulk communication through pre-defined template.
- 2.36 VMS Solution must be compatible on most browsers, simple to use and navigate.
- 2.37 Option to upload video tutorials / job cards for commonly used menus. Video tutorial will be vendor scope
- 2.38 VMS Solution should have the capability of providing comprehensive audit trail features to monitor activity of specific programs and data files etc. The solution should also provide on-line access to audit trail information (including time/date stamp, user ID change log). It should also keep a track of activities executed by the Application system administrator or support user. The full history of every login attempt should be recorded, showing reasons for login failures and password changes. Application should produce logs even if the data is modified through a SQL query or through third party applications and these logs to be incorporated into the audit trail.
- 2.39 VMS Solution should be able to provide session log files. The user should be able to analyse the information (e.g., account id, session time etc.). The solution should provide tracking of the client's IP & Network Interface address.
- 2.40 VMS Solution should support storage and display of event history of all users and transactions.
- 2.41 VMS Solution should support the functionality of viewing/ updating/ uploading/ deleting universal docs such as process guidelines, etc.
- 2.42 The system should support personalization of overall solution with respect to color theme, logos, branding and background image.
- 2.43 VMS Solution should have an inbuilt report-writing tool to build new reports based on identified parameters and schedule them at pre-set frequencies.
- 2.44 VMS Solution should allow archiving of historical reports.
- 2.45 System design must be intuitive and user centric (smart layout - easy to navigate to most core features from the landing page with minimal clicks).
- 2.46 System must provide multi-device and multiple form factor support with Auto-Save feature.
- 2.47 System must support modular design with a provision to easily add/ deactivate/remove features without additional back-end code changes.
- 2.48 System must support fast deployment and easy scalability.
- 2.49 The Cloud system must have at least four upgrades/ releases per year for the past three years.
- 2.50 System to provide workflow based solutions including query back to the lower level along with provision for attachments in PDF/JPG/DOC/XLS(X) formats.
- 2.51 Statutory changes should be updated in system by way of patch.
- 2.52 "Enterprise/Universal Search facility" should be integrated with the application. (Note: This search facility should have ability to search all content across multiple modules through a single search box)
- 2.53 Facility for online application for permission to avail loan, acquisition/disposal of movable/immovable property and APR submission.
- 2.54 The vendor has to schedule back up configuration (full and incremental), as per the defined retention policy of BRBNMPL.

- 2.55 The procedure to take the backup and its restoration should be demonstrated to BRBNMPL. The same should be provided in the admin manual. SFTP user ID and Password to be provided to BRBNMPL.
- 2.56 Disaster recovery drills to be conducted half-yearly basis and report should be submitted
- 2.57 Application should be VAPT (Vulnerability Assessment and Penetration Testing) compliant and is subjected to VAPT testing yearly or whenever required. Penetration testing to be done yearly by the vendor and the report to be submitted. All vulnerabilities identified are to be plugged immediately by the vendor. BRBNMPL will have the right to do VAPT as and when required.
- 2.58 Vendor should use Only Enterprise edition/version of the software tools for VMS solution. (Note: Should not use Community edition/Home edition/Express edition)
- 2.59 The SaaS platform should be certified by CERT-IN Empanelled auditors for data localization.
- 2.60 Application to be hosted in INDIA from secured MeitY approved cloud hosting service provider and Application/DB/Hosting should comply with the CERT-IN, Standardization Testing and Quality Certification (STQC) requirements.

Part-C: Required Technical Support and issues Resolution Matrix during Subscription Period

Please Refer: Annexure-9- Service Level Agreement

(Authorized Signature of the bidder firm with date)

(Seal)

Section VIII: Quality Control Requirements**Quality Control Requirements**

Implementation, Subscription and Maintenance of Vigilance Management System (VMS) . by the successful bidder (as mentioned in section VI) will be checked for suitability at BRBNMPL for the specifications as mentioned in the section VII.

PART-A: COMPLIANCE STATEMENT-TECHNICAL

Category	Brief Description of Goods / Services	Offered/ Participated By the Bidder (YES/NO)	EMD submitted with the tender (in Rs.)	Remarks
1	<u>Implementation, Subscription and Maintenance of Vigilance Management System (VMS).</u>		NIL	

Note:

I. Write either “YES” or “NO” only in Offered / Participated by the Bidder column.

II. Bidders to quote price in Section XI: Price Schedule only for the items marked as “YES” Technical compliance. If marked as “NO” the bid will be rejected.

Sl No.	Specifications of Vigilance Management System for Implementation and Maintenance	Offered By the Bidder (YES/No)	Remarks/deviations (If any)
1.	<p>The bidder has to comply with the Information security policy of the Company for the applicable solution requirements mentioned in scope of work. Solution should be offered at dedicated environment* to have better control over Company’s data due to compliance / security related aspects. The solution should conform to the following industry level certifications:</p> <p>ISO/IEC 27001:2013</p> <p>ISO 9001:2015</p> <p>SOC 2 (Type-1 & Type-2)</p> <p>(* - Dedicated environment implies that the cloud environment provided for VMS solution should be a single tenant architecture OR In case of multi-tenant architecture, there should be a private subnet with strict logical segregation of data, dedicated storage device, unique encryption and unique Tenant ID)</p>		
2.	BRBNMPL will have the right to audit the application infrastructure and all its associated components.		

3.	<p><u>Data and Information Security:-</u> Service Provider (SP) to ensure following :</p> <p>Data integrity management.</p> <p>To provide full disclosure regarding security practices and procedures as stated in the SLAs</p> <p>Specific identification of all controls used during the data lifecycle.</p> <p>To maintain a fundamental philosophy of knowing where Company's data (Logical /Physical)</p> <p>To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided.</p> <p>Bidder should furnish technical specifications to enable BRBNMPL to digitize existing physical records, so as to ensure seamless encryption upon digitization. <u>Please enclose a Note.</u></p>		
4.	<p>SP should also maintain a "Default Deny All" policy.</p> <p>To define and identify the data classification. SP to enforce the Company's access requirements based on data classification.</p> <p>To encrypt data at rest and encrypt data in transit.</p> <p>To share what compartmentalization techniques are employed to isolate Company data from other customer's data</p> <p>Sharing of encryption management with Company on multi-tenant storage.</p> <p>Understand the logical segregation of information and protective controls implemented.</p>		
5.	<p>Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.</p> <p>Perform regular backup and recovery tests to assure that logical segregation and controls are effective.</p> <p>Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.</p> <p>To provide Forensic Investigation Support as and when required by the Company.</p>		

6.	<p><u>Application and Process Security:</u></p> <p>SP application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.</p>		
7.	<p>The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</p> <p>The application should conform to applicable security guidelines from relevant ISO standards.</p> <p>The application executable files and the source code need to be secured from unauthorized access and possible theft.</p> <p>Application deployed on the Cloud using native multi-tenancy features should have privacy of data across tenants or entities, which needs to be ensured through appropriate access control mechanisms.</p> <p>Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator.</p>		
8.	<p>User access to sensitive data needs to be controlled</p> <p>SP to comply with Company's password management policy.</p> <p>Application should have the ability to have session timeouts and login restrictions to enhance security.</p> <p>The application should clear sensitive data like passwords from memory immediately after it is processed.</p> <p>Application level support for definition of users, roles, and exception management functions is to be ensured.</p>		

9.	<p><u>Integration with external applications:</u></p> <p>Application needs to ensure Integration with external applications:</p> <p>Application needs to ensure that only authorized application can invoke such APIs.</p> <p>The application must have extensive audits to log all transactions and important non transactional activities.</p> <p>The application needs to implement maker-checker principle for activities like important business parameter updates.</p> <p>The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.</p> <p>The application needs to provide a documented mechanism, preferably a tool for application monitoring.</p> <p>The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions.</p>		
10.	<p><u>IT Infrastructure Security:</u></p> <p>Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.</p> <p>Encryption and Key Management: Data is to be encrypted, transport layer encryption is to be ensured. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured ongoing basis. (using SSL, VPN Gateway, SSH and TLS encryption).</p> <p>SP should ensure continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring during the contract period.</p>		
11.	<p><u>Physical Security:</u></p> <p>The SP cloud infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured.</p>		
12.	<p><u>Legal Issues:</u></p> <p>Compliance with Information Technology Act, Indian data privacy law is expected at all times. It will be mandatory to protect the data privacy as per this law. SP should ensure compliance with such laws.</p>		

13.	<u>Operational Security:</u> In view of operational security concerns like BCP, DRP, SLA etc., SP need to submit various reports as required by the Company, time to time for internal or regulatory reporting purposes.		
14.	<u>Miscellaneous:</u> SP to ensure the following requirements are met Compliance with Information Security of the Company as applicable on relevant aspects Protection mechanism (physical and logical) SP has in place for the actual hardware where Company's data Data will be stored on. Incident management, business continuity and disaster recovery policies.		
15.	Government requests for audits, compliance etc. Prior written permission needs to be taken from the Company for all such requests.		
16.	Bidder should be compliant with General Data Protection Regulation of any of the G7 country. Compliance statement to be furnished by the bidder.		
17.	Encryption controls to be compliant for FIPS-140, Level 2.		

(Authorised Signature of the bidder firm with date)

(Seal)

PART-B: COMPLIANCE STATEMENT – COMMERCIAL

Sl. No.	Features	Requirements of BRBNMPL, Terms & conditions	Whether Agreed by the firm	Remarks
01	Scope of Work	As per section - VII	Yes agreed	
02	Section VIII: Quality Control Requirements – Part-A&B - Compliance Statement Technical and Commercial		Yes agreed	
03	Performance Security Clause as mentioned in tender (3% of the total order value as per GoI O.M.9/4/2020 dated 12/11/2020)		Yes agreed	
04	Validity of offer 90 days from date of opening of tender.		Yes agreed	
05	Delivery Terms as mentioned in tender.		Yes agreed	
06	Payment terms		Yes agreed	
07	Liquidated Damage		Yes agreed	
08	Subscription and AMC services initially for a period of 1 year. 2nd and 3rd Subscription and AMC shall be taken up on yearly basis based on satisfactory performance		Yes agreed	
09	VAPT audit		Yes agreed	
10	We are ready to sign the SLA as per format in Annexure-9		Yes agreed	
11	We have gone through entire tender document thoroughly including GIT (Section II), GCC (Section IV). We also understand that offer with counter conditions is liable for rejection.		Yes agreed	
12	Acceptance of GST Clause of Section III of Special Instructions to Tenderers (SIT) of as referred against GIT Clause 12.8.		Yes agreed	
13	We understand that for any false declaration and submission of any untrue documents in the tender, our offer will be liable for rejection /cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.		Yes agreed	
14	We understand that Not Quoting for same specification as offered in Part –I is liable for rejection.		Yes agreed	
15	We have also noted that BRBNMPL is not bound to accept the lowest or any tender you may receive against your above-referred tender.		Yes agreed	
16	We will abide by all the safety and security norms of BRBNMPL.		Yes agreed	
17	Annexures A to E	<u>To be filled and signed as per format</u>	Yes agreed	
18	No. of pages	Total number of pages in Technical Bid		

MANDATORY DETAILS:

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

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

(Authorised Signature of the bidder firm with date)

(Seal)

Section IX: Qualification/ Eligibility Criteria

I. Experience & Past Performance:

- a. The prospective tenderer should be bonafide, experienced, resourceful and financially sound to carry out the assigned contract. In this regard, the tenderer should submit the following details alongwith their technical bid.
- b. Tenderer shall be a Partnership firm with valid trade license / Private / Public Limited / Registered Company with a Certificate of incorporation or a Registered Co-operative Society registered under Karnataka or other State Registered Co-operative Societies latest Act & Rules made thereunder.
- c. Bidder should be compliant with General Data Protection Regulation of any of the G7 country. Compliance statement to be furnished by the bidder.
- d. Bidder Firm should have minimum 03 years experience in configuration, customization, implementation, maintenance of a SaaS model HR related management system in a subscription based model.
- e. Experience & Past Performance: The tenderer should submit proof of documentary evidence pertaining to execution of similar type contract during last Seven (07) years ending last date of the previous month in which tender is floated, shall be either of the following: -

Three similar completed works* each costing not less than the amount equal to Rs. 09,84,000/-

OR

Two similar completed works* each costing not less than the amount equal to Rs. 12,30,000/-.

OR

One similar completed work* costing not less than the amount equal to Rs. 19,68,000/-.

Note: *- *“Similar works means configure, customize, implement, maintain a SaaS model HR related management system in a subscription based model. All experience, past performance related/data should be certified by the authorized signatory of the bidder firm.”*

- f. The bidders applying as **MSE"s/Start-ups (whether MSEs or otherwise)/Class – I Local Supplier and Class – II Local Supplier** shall be eligible for relaxation of norms with regard to **prior experience**. [Please refer SIT provision for GIT clause No. 31 under _Section III: Special Instructions to Tenderers (SIT)']

Note for I: Photocopies of Purchase Orders executed by the firm or the certificate issued by the customers to that effect for the above qualifying criteria should be submitted along with your offer and details to be filled as **per table no. 2 of —Bidders Credentials Annexure-A**. All experience, past performance and capacity / capability related data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified by BRBNMPL from the parties for whom work has been done.

- g. The bidder should have office at Bengaluru location for ease of accessibility.

II. Financial criteria:

- a. Average Annual turnover of the Bidder firm during last three financial years ending **31/03/2021** should be more than **Rupees 7.38 Lakhs.**
- b. **Net Worth:** *The net worth of the firm should not be negative and also should not have eroded by more than 30% year-on-year in the last three years, ending 31/03/2021. Relaxation on financial strength for Class-I and II Local Suppliers may also be considered as per para 10 (a) and (b) of revised Make in India Order*

- c. The bidders applying as **MSEs/Start-ups (whether MSEs or otherwise)/Class – I Local Supplier and Class – II Local Supplier** shall be eligible for relaxation of norms in public procurement with regard to regarding **prior turnover**. [Please refer SIT provision for GIT clause No. 31 under “Section III: Special Instructions to Tenderers (SIT)”].

Note: The bidders will be required to submit a **self-certified statement** of their turnover and net worth. The bidders are also required to **submit the IT returns of last 3 Financial Years** ending 31/03/2021 along with copy of Acknowledgement.

III. Financial Support From Holding Company: Where Financial Standing of the Bidder Company is not strong enough to meet its obligations under the Tender and it has taken support from its Holding Company for participating in the Tender, the Holding Company shall give its support by Bank Guarantee to cover the obligations of the Bidder under the Tender in case of any defaults. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

- (i) However, the bidder is **required to qualify in all other criteria** like experience, past performance and capacity/capability as specified in the tender.
- (ii) Credentials of the partners of Joint ventures cannot (**repeat cannot**) be clubbed for the purpose of compliance of PQC and each partner must comply with all the PQC criteria independently.
- (iii) To avail Financial Support of the Holding / Parent Company an Undertaking is to be submitted from the Holding / Parent Company, on the letter head of the Holding Company, as per the format given in the **Annexure – 7** and a Performance Guarantee to that effect as given in **Annexure - 6**.
- (iv) *The amount of Bank Guarantee by Holding Company shall be equal to the amount of Bank Guarantee prescribed in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders.*

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

V. Statement of Financial Standing:

To be submitted by all bidders (Since, the total minimum annual Turnover requirement to qualify for bids Rs. 7,38,000/-) as part of Pre-Qualification Criteria (Section IX of tender). Following documents are required to be submitted along with the bid.

- a. The bidders will be required to submit a statement of their turnover attested by Certified Accountants, net worth and profit and loss and details to be filled as per format given “**Bidders Credentials Annexure-A**”.
- b. The bidders are also required to submit the **self-certified** Income Tax Return (IT) copies of Financial year 2018-19, 2019-20 & 2020-21 along with copy of Acknowledgement.
- c. Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover upto Rs.5 Crore, are not required to submit their audited books of accounts applicable from the AY 2020-21 onwards. However, easing of this compliance burden will be available only to those MSMEs which carry out less than 5% of their business transactions in cash which include all receipts and payments done by the MSMEs. **Hence, MSMEs not fulfilling the above criteria, are required to submit their audited books of accounts if their turnover is more than Rs. 1 crore**

VI. Original Service Provider / Manufacturer may submit their offer directly or through their **ONLY ONE** Authorized Distributor/Dealer/Representative. Necessary authorization certificate should be submitted

to this effect.

VII. As a Special Case for Existing Successful Past Suppliers/Service providers

In case the bidder who is a successful past supplier of BRBNMPL of the goods/services in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by them in such recent past. The bidder has to provide successful completion certificate in supply of the above.

VIII. Other requirements:

- a) **'Bidders Credentials'** to be submitted as per Annexure -A
- b) The tenderer shall enclose a declaration regarding their **blacklisting / debarment, if any**, by BRBNMPL/Government of India/PSU in the past 5 years and **-Confidentiality statement** duly signed and stamped as per Annexure-B.
- c) **'GST Registration details'** as per Annexure-C.
- d) **'NEFT Mandate form'** as per Annexure-D or NEFT details with copy of cancelled Cheque. [Existing vendors can submit the Xerox copy of earlier submitted document which shall include the signature of bank authorities].
- e) Bid security declaration form in company's letterhead as per Annexure-E in lieu of EMD
- f) Declaration Regarding Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India as per Annexure – F.
- g) **Declaration & Undertaking** by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable).
- h) The contractor should have valid PAN, GST registration copies and to be submitted the same.
- i) Filled in Section VIII: Compliance Statements: Part-A: Technical compliance and Part-B- Commercial compliance.
- j) Filled in Section XII: Questionnaire.
- k) Filled in Section X: Tender Form.
- l) **An authenticated copy of the document, which authorizes the signatory to commit on behalf of the firm, shall accompany the offer as per clause No. 20.1 of GIT.**
- m) **All the pages of the tender should be signed and seal should be affixed for accepting the terms and conditions.**
- n) Performance of the bidder in executing the previous contracts/orders of BRBNMPL, if any in the last 5 financial years, may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be rejected.

Note: Documentary proof for the above qualifying criterion should be submitted along with the offer duly signed by authorized signatory of the bidder/ bidding firm. Non-submission or incomplete submission of documents may lead to rejection of offer.

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

(Authorised Signatory of the bidder firm with date & seal)

[To be filled, signed, stamped and to be submitted along with Techno-commercial bid Part-I without fail]

Section X: Tender Form

Date

To,
 The General Manager (Technical)
**Bharatiya Reserve Bank Note Mudran Private
 Limited**(Wholly owned Subsidiary of Reserve Bank of
 India) Corporate Office,
Bengaluru - 560 029

Ref: Tender No. 011/CO/IT/2021-22 dated 31/12/2021 for Implementation, Subscription and Maintenance of Vigilance Management System (VMS).

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 / services) in conformity with your above referred document for the sum **as mentioned in financial bid**, attached herewith and made part of this tender.

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

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

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

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

Dated this _____ day of _____

Duly authorized to sign tender for and on behalf of M/s

.....

..... (Authorized Signature of the bidder firm with date)

.....

.....(Name and designation)

Section XI: Price Schedule**SUMMARY OF PRICE SCHEDULE**

From:

M/s.....

.....

To:

The General Manager (Technical),

BRBNMPL,

BENGALURU - 560 029.

Dear Sir,

Sub: Price Bid for Implementation, Subscription and Maintenance of Vigilance Management System (VMS). against Tender No. 011/CO/IT/2021-22 dated 31/12/2021. We have received and understood the above tender enquiry and are pleased to submit our price bid as under:

(All figures in ₹)

S.N.	Item Description	UOM	QTY	Unit Price	Total Amount in ₹.
				in ₹.	
PART-A					
1	Implementation Cost	Nos.	1		
2	GST @18 %*				
3	Sub Total (Sl no. 1+2)				
4	Subscription and AMC Cost for One year	Year	1		
5	GST @18 %*				
6	Sub Total (Sl no. 4+5)				
7	PART-A Total Cost (Sl no. 3+6)				
PART-B					
8	Subscription and AMC Cost for Second year	Year	1		
9	GST @18 %*				
10	Sub Total (Sl no. 8+9)				
11	Subscription and AMC Cost for Third year	Year	1		
12	GST @18 %*				
13	Sub Total (Sl no. 11+12)				
14	PART-B Total Cost (Sl no. 10+13)				
15	Total PART-A and PART-B Cost (Sl No. 7+14)				
16	Per Man Day Rate for additional T&H support as well as for feature enhancement over and above scope of work mentioned in Section-VII: (i) Basic Rate (ii) Service Tax @18% ;Total Amount (i+ii)=..... Note*: Any changes in GST rate at the time of submission of price bid has to be clearly specified.				

-Page 2- Contd... from price bid**Total Amount in Words of Sl. No. 15:**

- i. Tender Enquiry shall be finalized based on the **Overall L1 price quoted at Sl. No. 15 of the price schedule and as per Terms & conditions** of the tender. However, Initially Order will be placed for 1 year only as per the price quoted at Sl. No. 7 of PART-A. Order for Subscription and AMC Cost for Second year and Subscription and AMC Cost for Third year shall be placed as per the price quoted Sl. No. 10 and SL no. 14 respectively on yearly basis based on satisfactory performance. **Hence, Bidder must quote for all the items mentioned in the schedule, otherwise the offer will be liable for rejection.** Price should be quoted exactly as per the format given above. Multiple rates for single item and non-filing of any line item in price bid would lead to rejection of offer.
- ii. Price bids with conditions /Counter conditions are liable for rejection.
- iii. Bidders are required to quote the price within 2 Decimal Place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.
- iv. **Bidders mentioning the price quoted for offered item/s in any place other than Price - Bid (PART-II) are liable for rejection of their bid.**
- v. **Bidders are advised to sign on all the pages of the Price Bid.**
- vi. We confirm that, the price quoted will be valid till the completion of all activity and also confirm that, the rates quoted is inclusive of taxes as applicable and will remain firm and binding, no escalation on above on any account shall be admissible during the currency period of contract expect for changes in statutory payments, for which documentary proof should be attached for claiming escalation, if any.
- vii. It is understood that, purchase preference will be given to the participating bidders registered under MSE's/Local suppliers as per **SIT provision for GIT clause No. 35.2 & 35.3** given under Section III: Special Instructions to Tenderers (SIT).
- viii. We abide to hold the rates quoted for Subscription charges for three years.
- ix. We agree to all the above mentioned terms and conditions

Thanking you,

Yours faithfully,

()

Name:

(Authorised Signature of the bidder firm with date)

(Seal)

Section XII: Questionnaire

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

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

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

Sl. No.	Query	Bidder's Response
1.	Brief description of goods/services offered:	
2.	Name and address of the firm: Telephone No. E-mail:	
3	Name & designation of the person who has been authorised to sign the tender documents on behalf of the bidder firm: Contact Telephone number: Mobile No. E-mail:	
4.	Nature of the Firm: (Proprietorship/Partnership/Ltd. Company/Co-op. Society)	
5.	Offer is valid for acceptance upto	90 Days from the date of opening of tender
6.	Your GSTIN (Copy of registration to be enclosed):	
7.	Your Permanent Income Tax A/c No. as allotted by the Income Tax Authority of Government of India: (Please attach certified copy of your latest / current Income Tax clearance certificate issued by the above authority.)	
8.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Dept. of Government of India or by any State Govt.. or by PSU.	YES / NO
9	Status: MSE's-2012 /Class-I Local Supplier MII-2017 The Bidder has to up front declare the status clearly under which category is the bidder opts to claim the Purchase Preference Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in	

	affirmative.	
10	Are you registered with central Purchase Organisation (CPO)?	
11	Status:	
a	Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Start-up as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) and/or BRBNMPL and/or the Directorate of Industries of the concerned State Government for the goods quoted?	YES / NO
b	If, YES indicate the date upto which you are registered with Registration Number (Copy of registration to be enclosed)	
c	If, YES whether there is any monetary limit imposed on your registration	
d	Are you currently registered under the Indian Companies Act, 2013 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	YES / NO
12.	Please indicate name & full address of your Banker(s) and enclose Bank Mandate Form:	
13.	Whether the price Bid is signed and submitted as part II kept in sealed cover with clear superscription on the envelope marking Tender details?	YES / NO
14.	Whether required Bid security declaration in place of EMD is submitted along with the technical bid.	YES / NO
15.	Whether all sections and pages of technical bid accepted, signed, numbered and submitted as Part I	YES / NO
16.	We name of the company confirm that we abide by all the terms & conditions of this tender and we don't have any counter conditions.	ACCEPTED
17.	Necessary supporting documents/credentials fulfilling the criteria of the respective provisions of GOI policies under MSE-2012 / MII-2017 / Start-up, if eligible and if applicable, as per terms and condition of the Tender have been submitted along with the tender (Technical Bid).	YES/NO

18.	Further, I/We also understand that if I/We do not fall under any of the Categories mentioned above, my/our Bid/Tender will be evaluated by BRBNMPL in the normal/usual manner without granting any benefits/exemptions under Government Policies as indicated above	YES/NO
-----	---	--------

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

Name of Authorised person:

Designation:

Address:

.....

Duly authorized to sign tender for and on behalf of M/s

.....

Stamp of the tendering firm

Annexure-A**Bidder's Credentials**

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

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

Sr. No.	Financial Year	Annual Turnover (Rs.)	Net worth (+/-) (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2018-19				
b.	2019-20				
c.	2020-21				
Avg. Annual Turnover->					
Required Average Annual Turnover ->		<u>For Rs. 7.38 Lakhs.</u>			

Note (if any):

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

(During last five years ending 31/03/2021)

Sl. No	Description of Work	Location of Work	Client Address and contact details including email	P.O. No. and dated	Quantity of Contract awarded	Period of Contract (From – To date)	Date of Completion	Quantity of Contract Completed	Remarks
a.									
b.									
c.									
			Total->						

Note:

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

3. Details of Tender Fee:

Sl.No.	Particulars	Tender Fee
a.	Amount:	
b.	DD/BC/NEFT/RTGS transaction/ / BG No. and date/ Other Electronic Modes using UPI id/ UPI QR code	
c.	Drawn on Bank: Branch :	
d.	Valid up to:	
e.	Original instruments submitted (Y/N)	
f.	Exempted (if any) under:-	
g.	Remarks	

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

- a) Annexure-B [regarding blacklisting / debarment and confidentiality statement]
- b) Annexure-C —GST Registration details
- c) Annexure-D —NEFT Mandate form
- d) Annexure-E —Bid security declaration
- e) Undertaking as per Annexure-5
- f) **Declaration & Undertaking** by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable)
- g) **Filled in Section VII: Compliance statement – Techno-commercial.**
- h) **Filled in Section XII: Questionnaire.**
- i) **An authenticated copy of the document, which authorizes the signatory to commit on behalf of the firm, shall accompany the offer as per clause No. 20.1 of GIT.**
- j) **Authorized Dealer/Distributor/Representative of a Principal Manufacturer (applicable only if bidder is not a Principal Manufacturer/OEM).**

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

(Authorised Signatory of the bidder firm with date)

(Seal)

Annexure-B**To Whomsoever It May Concern**

This is to confirm that we M/s. _____ have not been blacklisted / debarred by BRBNMPL/Government of India/PSU in the past 5 years.

This is to inform that we, M/s. _____, had been blacklisted / debarred by _____ from _____ (date) to _____ (date) in the past 5 years. We further confirm that we do not stand blacklisted/debarred as on the date of tender opening.

[Please strikeout whichever statement is not applicable]

Dated this _____ day of _____

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

Name of Authorized Signatory:

Designation:

Confidentiality Statement

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

Dated this _____ day of _____

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

Name of Authorized Signatory:

Designation:

(Seal)

Annexure-C**GST Registration details**

GSTIN / UIN	
PAN	
NAME OF THE SUPPLIER (as per PAN / Legal Name of Business)	
TRADE NAME (as per GST certificate)	
ADDRESS	
STATE	
COUNTRY	
PINCODE	
Constitution of Business	
Taxpayer Type	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED
PARTY TYPE	(i) DEEMED EXPORT (ii) SEZ (iii) NOT APPLICABLE (N.A)
Is an e-COMMERCE OPERATOR (YES / NO)	YES / NO

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %

(Authorised Signatory of the bidder firm with date)

(Seal)

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

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

Name of the Scheme and the periodicity of payment

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 Customer

Date:

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

Bank's Stamp.

Date:

(.....)

Signature of the authorized official of the Bank

Annexure-E

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

BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT**I**

To

The General Manager (Technical)

BRBNMPL, Bengaluru.

Sub: Submission of Bid Security Declaration in Lieu of Earnest Money Deposit against Tender no.for.....

Dear Sir,

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

Place: _____ Signature: _____

Date: _____ Name: _____

Designation: _____

Authorized Signatories

Seal

Annexure-F

(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 (Technical),
BRBNMPL,
Bengaluru.

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)

Annexure- 1**Salient features of Public Procurement Policy for Micro and Small Enterprises (MSEs)****Order, 2012****CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

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

7. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
8. **However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises.**
9. Items, which are reserved for exclusive purchase from MSEs, shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
10. Subject to meeting terms and conditions stated in the tender document, *at least 25%* of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
11. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
12. In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
13. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
14. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
15. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
16. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
17. For more clarity in this regard, following table is furnished:-

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

18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
19. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.
20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be SC/ST
 - In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
21. **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ST entrepreneurs. MSE owned by Women is defined as:
 - **In case of Proprietary MSE, proprietor(s) shall be Women**
 - In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by Women promoters
22. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM* on the **Company/ Firm's letter head as per the format specified in Annexure –5.**

Annexure-2**CONDITIONS FOR START-UP COMPANIES**

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

Annexure-3**Salient features of revised Public Procurement (Preference to Make in India) Order, 2017****1. As per the revised Order, suppliers have been classified as 'Class-I Local Supplier', 'Class-II Local Supplier' and 'Non-Local Supplier' as defined below (para 2 of order): -**

- Class-I Local Supplier' - supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - *shall get purchase preference* provided quoted price falling within margin of price preference i.e. within L1 + 20%
- Class-II Local Supplier' - supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - *shall not get any purchase preference*
- Non-Local Supplier' - supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - *shall not get any purchase preference*

2. Other important definitions (para 2 of order): -

- 'Local content'- means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent
- 'Margin of purchase preference' – means the maximum extent to which the price quoted by a 'Class-I Local Supplier' can be above L1 price for the purpose of purchase preference. The margin of purchase preference shall be 20%

3. Different procurement scenarios in procurement of Goods, Services or Works (para 3): -

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

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

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

- i. Procurement of Goods and Works which are *divisible* in nature (e.g. consumables): -
 - If L1 is ‘Class-I Local Supplier’ – 100% awarded to L1
 - If L1 is *not* ‘Class-I Local Supplier’ – 50% awarded to L1
 - Remaining 50% awarded to lowest bidder among ‘Class-I Local Supplier’ falling within L1+20% subject to matching L1 price
 - If unable to match L1 price or accepts less than offered quantity, next lowest ‘Class-I Local Supplier’ bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is left uncovered on ‘Class-I Local Supplier’, then such balance quantity can be ordered on the original L1 bidder
- ii. Procurement of Goods and Works which are *not divisible* in nature (e.g. Varnish Plant) and procurement of Services where bid is evaluated on price alone: -
 - If L1 is ‘Class-I Local Supplier’ – 100% awarded to L1
 - If L1 is *not* ‘Class-I Local Supplier’
 - Lowest bidder among ‘Class-I Local Supplier’ falling within L1+20% is invited to match L1 price – contract awarded subject to matching L1 price
 - If unable to match L1 price, next lowest ‘Class-I Local Supplier’ bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - If none of the ‘Class-I Local Supplier’ bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder

5. **Verification of local content:** Verification of local content will be as per –**para 9”** (a) & (b) of DPIIT order No. P-45021/2/2017-B.E.-II dated 04.06.2020.

The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (as per format given below on the manufacturers company letter head) **that the item required to indicate percentage of the local content requirement for Class-I local supplier/Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local addition is made.**

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

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

6. **False declarations (para 9 (f) & (g) of DPIIT order),**
False declarations will be breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which bidder or its successors can be debarred for up to two years as per

Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

7. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
8. Relaxations in Eligibility Criteria (Para 10 (a) & (b) of DPIIT) order)
9. Besides above, the bidders have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM* on the **Company/ Firm' letter head as per the format specified in Annexure –5.**

Annexure-4**PROCEDURE TO BE ADOPTED WHEN THE BIDDER QUALIFIES AS BOTH MSE AND CLASS-I LOCAL SUPPLIER****The option in case of bidders qualifying under both Policies, namely, Public Procurement Policy for MSEs Order, 2012 (MSEs-2012) and Public Procurement (Preference to Make in India) Order, 2017 (MII-2017) shall be exercised as under:**

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

Examples of Purchase Preference:**a. Non divisible item**

L1 bidder is neither MSE nor Class-I Local Supplier

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

20%) L3 bidder is MSE bidder (within L1 + 15%)

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

b. Divisible item

L1 bidder is neither MSE nor Class-I Local Supplier

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

20%) L3 bidder is MSE bidder (within L1 + 15%)

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

Note:

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

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

Annexure-5**Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM**

(To be filled in the Company letter head)

Date:

Sl No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I Local Supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I Local Supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor / authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. If yes, valid documentary evidence to be submitted (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? If yes, valid documentary evidence to be submitted (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.
7	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	In case you are both a valid MSE bidder and Class-I Local Supplier (Make in India Policy), please give your preference. (Please tick any one)	<input type="checkbox"/> MSE <input type="checkbox"/> Class-I Local Supplier
9	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender

Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.

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

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

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

B. Categorization of Start-up Companies

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

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

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

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

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

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

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

.....

Authorized Signatory

(With Company Seal & Signature)

Annexure - 6**PERFORMANCE BANK GUARANTEE ISSUED ON BEHALF OF HOLDING COMPANY FOR SATISFACTORY PERFORMANCE OF CONTRACT BY ITS SUBSIDIARY COMPANY****(Name of the Bank and Address of the issuing branch) Date:**

Name and Address of the Beneficiary:

Bharatiya Reserve Bank Note Mudran (P)
Limited, Corporate Office,
Bengaluru – 560029.

Name / Number of Tender/Contract: _____

Performance Bank Guarantee No.: _____

Performance Bank Guarantee Value: _____

Performance Bank Guarantee Validity: _____

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

Subsequently, you have issued a letter of engagement bearing no. dated to the Bidder.

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

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

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

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

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

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

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

Signature of the authorized officer of the Bank

_____ (Name)

_____ (Designation)

Seal and Address of the Bank

Annexure - 7***ON THE LETTER HEAD OF THE HOLDING COMPANY***

Ref. :- _____

Date: _____

To,
Bharatiya Reserve Bank Note Mudran (P)
Limited, Corporate Office,
Bengaluru – 560029.

Dear Sir,

Undertaking to provide financial support to our wholly owned subsidiary

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

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

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

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

_____(Name)

_____(Designation)

Enclosures: -**1. Copy(s) of our Certificate of Incorporation and that of the Bidder;**

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

Annexure-8**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.

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-9

Service Level Agreement (SLA) for Implementation and Maintenance of Vigilance Management System of Bharatiya Reserve Bank Note Mudran Pvt Ltd.,
between
Bharatiya Reserve Bank Note Mudran Private Limited
And

This Service Level Agreement (SLA) is signed between the (hereinafter referred to as Service Provider') having its Office at _____ and the Service User "Bharatiya Reserve Bank Note Mudran Private Limited, No. 3 & 4, 1st phase, 1st Stage, Bannerghatta Road, BTM layout, Bengaluru-560029" (hereinafter referred to as 'BRBNMPL'). The Service Provider agreed to enter into a Service Level Agreement (SLA) with reference to Work Order / LOI. BNM No. _____ /XX.YY.ZZ/2021-22 dated DD/MM/YYYY for a contract period from DD.MM.YYYY to DD.MM.YYYY both days inclusive. This contract shall come into force from the date of signing of this agreement.

1. Definitions. As used herein:

- (a) The term, "BRBNMPL" shall include the officers, employees, agents, consultants, contractors and representatives of BRBNMPL.
- (b) The term, "Service Provider" shall include the directors, officers, employees, agents, consultants, contractors and representatives of _____ <Company Name>, including its applicable affiliates and subsidiary companies.

2. Scope of the Contract:

The contract is for Implementation, Subscription and Maintenance of Vigilance Management System (VMS) initially for a period of 1 year. 2nd and 3rd Subscription and AMC shall be taken up on yearly basis based on the satisfactory performance. This contract shall come into force from the date of the issuance of the work order/LOI.

3. Terms & Conditions:

- 3.1. The implementation and maintenance of the Vigilance Management System as per Section-VII "Scope of Work" to be completed within 45 days from the date of issuance of this LOI.
- 3.2. The bidder shall use commercially reasonable endeavors to make the Services available twenty-four (24) hours a day, seven (7) days a week, with an uptime of 95% except for:
 - a) Planned maintenance carried out during the maintenance schedule from time to time; and
 - b) Unscheduled maintenance performed outside normal work timings of respective units of BRBNMPL, provided that advance notice is given to BRBNMPL.
- 3.3. The bidder should adhere to the subscription contract period as mentioned in **Section-I Clause No. 21.**

3.4. The Service Provider shall submit a Performance Bank Guarantee (Security Deposit) as **Section-I clause no. 22** “Security Deposit” of the tender document No. 011/CO/IT/2021-22 dated 31/12/2021

3.5. After the completion of First (1st) year Subscription and AMC contract, the contract may be further taken up for a period of 2 years on yearly renewable basis with the same terms & conditions and the subscription cost quoted for the second and third year in **Price Schedule of Section XI** would be considered subject to satisfactory performance.

4. Scope of work:

Scope of work will be as per **Section-VII: Scope of Work and Technical Specifications** of the tender document No. 011/CO/IT/2021-22 dated 31/12/2021.

5. Payment Terms and Schedule:

Payment Terms and schedule will be as per **Section-I clause 18: Payment Terms** of the tender document No. 011/CO/IT/2021-22 dated 31/12/2021.

6. Measurement and Monitoring

The following are the clauses related to measurement and monitoring:

- a) The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if immediate measures are not implemented and issues are not rectified to the complete satisfaction of BRBNMPL, then BRBNMPL will have the right to take appropriate actions including termination of the contract.
- b) The full set of service level reports should be available to BRBNMPL on a monthly basis or based on the tender requirements.
- c) The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The Service Provider (SP) shall make available the Monitoring tools for measuring and monitoring the SLAs. The SP may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month, which is to be shared with BRBNMPL on a monthly basis. The Company shall have full access to the Monitoring Tools/portal (and any other tools/solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. BRBNMPL or its nominated agency will also audit the tool and the scripts on a regular basis.
- d) The measurement methodology / criteria / logic will be reviewed by the Company.
- e) In case of default on any of the service level metric, the SP shall submit performance improvement plan along with the root cause analysis for BRBNMPL approval

7. Periodic Reviews

- a) During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both

the parties, i.e. BRBNMPL and SP.

- b) BRBNMPL and SP shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of the Company and SP .
- c) The SLAs may be reviewed on an annual basis by the Company in consultation with the SP and other agencies.
- d) All the SLA penalty calculation should be done for the mentioned calendar month.

8. Penalty Calculation

For the Company to ensure that the SP adhere to the Service Level Agreements, certain Penalties may be imposed on the SP. Payments to the SP would be linked to the compliance with the SLA metrics laid down in the agreement.

- a) The SP will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

I. The non-compliance to the SLA other than for reasons beyond the control of the SP. Any such delays will be notified in writing to the Company and will not be treated as breach of SLA from the SP's point of view.

II. There is a force majeure event effecting the SLA which is beyond the control of the SP.

- b) The maximum penalty at any point of time on an additive basis in any quarter shall not exceed 50% of quarterly payments, it will result in a material breach. In case of a material breach, SP will be given a cure period of one month to rectify the breach failing which a notice to terminate the contract may be issued by BRBNMPL.

9. Technical Support and Issue Resolution Matrix:

Sl. No.	Service Level Objective	Service	Target	Penalty
AVAILABILITY				
1	Availability of service	<p>Availability means, the aggregate number of hours in a calendar month during which service is actually available for use through command line interface, user/admin portal and APIs (which ever applicable)</p> <p>Uptime Calculation for the calendar month: $\{[(\text{Uptime Hours in the calendar month} + \text{Scheduled Downtime in the calendar month}) / \text{Total No. of Hours in the calendar month}] \times 100\}$</p>	Availability of the cloud service > =95%	<p>Penalty as indicated below (per occurrence):</p> <p>a) <95% - 30% of the Quarterly Payment of the Subscription and AMC cost</p> <p>In case the service is not available for a continuous period of 8 business Hours on any day, penalty shall be 100% of the pro rata Quarterly Payment of the Subscription and AMC cost.</p> <p>(Qtly payment/91*No. of days for which service is not available for continuous period of 8 business hours)</p>
2	Availability of regular reports (SLA , Cloud	Regular reports should be submitted to the Company within 5 working days from the end of the month.	Regular reports should be submitted to the company	<p>Penalty as indicated below (per occurrence):</p> <p>a) <11 working days to > =</p>

Sl. No.	Service Level Objective	Service	Target	Penalty
	Services Consumption, Monitoring, Billing and Invoicing, Security, & contract Progress)		within 5 working days from the end of the month.	6 working days - 2% of Quarterly Payment of the Subscription and AMC cost b) <16 working days to > = 11 working days - 4% of Quarterly Payment of the Subscription and AMC cost c) For the delay beyond 15 days, penalty of 5% of the Quarterly Payment of the Subscription and AMC cost

Sl. No.	Service Level Objective	Service	Target	Penalty
SECURITY				
1	Percentage of timely vulnerability reports	Percentage of timely vulnerability reports shared by SP with the company, within 3 working days of vulnerability identification. Measurement period is calendar month.	Percentage of timely vulnerability reports shared with company, within 3 working days of vulnerability identification > = 99.95%	Penalty as indicated below (per occurrence): a) <99.95% to >= 99.00% - 10% of Quarterly Payment of the Subscription and AMC cost b) <99.00% to > = 98.00% - 20% of Quarterly Payment of the Subscription and AMC cost c) <98% - 30% of Quarterly Payment of the Subscription and AMC cost
2	Percentage of timely vulnerability corrections	Percentage of timely vulnerability corrections performed by SP a) <u>High Severity</u> - Perform vulnerability correction within 30 days of vulnerability identification. b) <u>Medium Severity</u> - Perform vulnerability correction within 60 days of vulnerability identification. c) <u>Low Severity</u> - Perform vulnerability correction within 90 days of vulnerability identification. Measurement period is calendar month	Maintain 99.95% service level	Penalty as indicated below (per occurrence): a) <99.95% to > = 99.00% - 10% of Quarterly Payment of the Subscription and AMC cost b) <99.00% to > = 98.00% - 20% of Quarterly Payment of the Subscription and AMC cost c) <98% - 30% of Quarterly Payment of the Subscription and AMC cost

Sl. No.	Service Level Objective	Service	Target	Penalty
3	Security breach including Data Theft/Loss/ Corruption	Any incident wherein system including all cloud based services and components are compromised or any case wherein data theft occurs (includes incidents pertaining to CSPs(Cloud Service Provider) only	No breach	<p>For each breach/data theft, penalty will be levied as per following criteria.</p> <ol style="list-style-type: none"> 1. Severity 1 (as defined in Clause-10 of SLA) Penalty of 40% of Quarterly Payment of the Subscription and AMC cost 2. Severity 2 (as defined in Clause-10 of SLA) - Penalty of 30% of Quarterly Payment of the Subscription and AMC cost 3. Severity 3 (as defined in Clause-10 of SLA) - Penalty of 20% of Quarterly Payment of the Subscription and AMC cost <p>These penalties will not be part of overall SLA penalties cap per month.</p> <p>In case of serious breach of security wherein the data is stolen or corrupted, BRBNMPL reserves the right to terminate the contract.</p>
4	Security Incident (Malware Attack/ Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement)	<p>Security incidents could consist of any of the following:</p> <p>Malware Attack: This shall include Malicious code infection of any of the resources, including physical and virtual infrastructure and applications.</p> <p>Denial of Service Attack: This shall include non-availability of any of the Cloud Service due to attacks that consume related resources. The SP shall be responsible for monitoring, detecting and resolving all Denial of Service (DoS) attacks.</p> <p>Intrusion: Successful unauthorized access to system, resulting in loss of confidentiality/ Integrity/availability</p>	<p>a) Any Denial of service attack shall not lead to complete service non-availability.</p> <p>b) Zero Malware attack / Denial of Service attack / Intrusion / Data Theft</p>	<p>For each occurrence of any of the attacks (Malware attack / Denial of Service attack / Intrusion / Data Theft), 10% of the Quarterly Payment of Subscription and AMC cost</p>

Sl. No.	Service Level Objective	Service	Target	Penalty
		of data. The SP shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.		

Sl. No.	ServiceLevel Objective	Service	Target	Penalty
SUPPORT CHANNELS INCIDENT AND HELP DESK				
1	Response Time	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	95% within 60 minutes	a) <95% to >= 90.00%- 5% of Quarterly Payment of Subscription and AMC cost b) <90% to >= 85.00%-7% of Quarterly Payment of Subscription and AMC cost c) <85% to >= 80.00%- 9% of Quarterly Payment of Subscription and AMC cost d) Subsequently, for every 5% drop in SLA criteria- 2% of Quarterly Payment of Subscription and AMC cost
2	Time to Resolve - Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Severity 1, 95% of the incidents should be resolved within 30 minutes of problem reporting	a) <95% to >= 90.00%- 5% of Quarterly Payment of Subscription and AMC cost b) <90% to >= 85.00%- 10% of Quarterly Payment of Subscription and AMC cost c) <85% to >= 80.00%- 15% of Quarterly Payment of Subscription and AMC cost d) Subsequently, for every 5% drop in SLA criteria - 5% of Quarterly Payment of Subscription and AMC cost
3	Time to Resolve - Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging	95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16 hours of problem reporting	a) <95% to >= 90.00%- 5% of Quarterly Payment of the Subscription and AMC cost b) <90% to >= 85.00%- 10% of Quarterly Payment of the Subscription and AMC cost c) <85% to >= 80.00%- 15% of Quarterly Payment of the Subscription and AMC cost

Sl. No.	ServiceLevel Objective	Service	Target	Penalty
				d) Subsequently, for every 5% drop in SLA criteria - 5% of Quarterly Payment of the Subscription and AMC cost
Audit and Monitoring				
1	Audit of the Sustenance of Certifications	No certification (including security related certifications mandated under MeitY empanelment such as ISO27001, ISO27017, ISO27018, ISO20000-1, etc.) should lapse within the Project duration. SP should ensure the sustenance / renewal of the certificates	All certificates should be valid during the Project duration	<p>Delay in sustenance of certifications a) > 1 day & <= 5 days- 1% of the Quarterly Payment of the Subscription and AMC cost</p> <p>b) > 5 day & <= 15 days- 2% of the Quarterly Payment of the Subscription and AMC cost</p> <p>c) > 15 day & <= 30 days- 5% of the Quarterly Payment of the Subscription and AMC cost</p> <p>d) > 30 days, 10% of the Quarterly Payment of the Subscription cost</p>
2	Non-closure of audit observations	No observation to be repeated in the next audit	All audit observations to be closed within defined timelines	<p>Penalty for percentage of audit observations repeated in the next audit</p> <p>a) > 0% & <= 10%-5% of the Quarterly Payment of the Subscription and AMC cost</p> <p>b) > 10% & <= 20%-10% of the Quarterly Payment of the Subscription and AMC cost</p> <p>c) > 20% & <= 30%- 20% of the Quarterly Payment of the Subscription and AMC cost</p> <p>d) >30%- 30% of the Quarterly Payment of the Subscription and AMC cost</p>

Note:

- **ISO 27001** - Data Center and the cloud services should be certified for the latest version of the standards
- **ISO 27017** - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology
- **ISO 27018** - Code of practice for protection of personally identifiable information (PII) in public clouds.
- **ISO 20000-1** – NOC (Network Operations center) and SOC (Security operations center) facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000-1

10. Severity Levels

Below severity definition provide indicative scenarios for defining incidents severity. However, BRBNMPL will define/change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

Severity Level	Description	Examples
Severity 1	Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available	Non availability of VMS No access to Storage, software or application
Severity 2	Loss of performance resulting in users, being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.	Intermittent Network Connectivity
Severity 3	Moderate loss of performance resulting in multiple users impacted in their normal functions	

Business Hours: Business hours may be referred as prime business period, which shall be from 08:00 A.M IST till 10:00 PM 1ST on all days.

Note: Apart from this SLA, the vendor is committed to resolve business critical issues for BRBNMPL at the earliest to ensure business continuity without any blockers. The vendor is required to provide the escalation matrix.

<p>FOR AND ON BEHALF OF BRBNMPL</p> <p>Name of the authorized signatory: Shri</p> <p>Signature:</p> <p>Designation: BRBNMPL.</p>	<p>FOR AND ON BEHALF OF _____</p> <p>Name of the authorized signatory:</p> <p>Signature:</p> <p>Designation:</p>
---	---

Witness:

1. _____

2. _____

Check List for Tenderers

Please ensure that	
1	<p>The First sealed cover (Part I) should contain :-</p> <ol style="list-style-type: none"> 1. All the pages of tender document duly sealed/signed. 2. Signed copies of Section II, Section III, Section IV, Section V 3. Proforma of (Section X: Tender Form) is completely Filled & signed. 4. Section VII-Scope of work to be signed, stamped and submitted. 5. Section VIII – Quality Control Requirements with compliance statements (Technical & Commercial) to be filled & signed. 6. Documents in support of Qualification/Eligibility criteria (Section IX), Section XII: Questionnaire 7. Enclose all Annexures from Annexure A to F & Annexures 1-9 as applicable. 8. Copies of GST, PAN No. etc. to be submitted. 9. Price Indication in this Part-I is liable for rejection.
2	<p>The Second sealed cover should contain :-</p> <p>Price bid as per Section – XI, Price schedule to be submitted in a second sealed cover superscribed as TE-011/CO/IT/2021-22 dated 31/12/2021,</p> <p><u>Tender for IMPLEMENTATION AND MAINTENANCE OF VIGILANCE MANAGEMENT SYSTEM.</u></p>
3.	<p>All the above-mentioned two sealed covers are put in a Separate sealed cover superscribed "Tender for IMPLEMENTATION AND MAINTENANCE OF VIGILANCE MANAGEMENT SYSTEM" against</p> <p>011/CO/IT/2021-22 dated 31/12/2021, Due on 13/01/2022 and submitted.</p> <p><i>(Note: Tenderer should clearly mention their Name, Address and Contact Nos. on this Sealed Cover.)</i></p>
4	<p>All Correspondences should be addressed to:</p> <p>General Manager (Technical)</p> <p>Bharatiya Reserve Bank Note Mudran Private Limited,</p> <p>No 3&4, First Phase, First Stage,</p> <p>BTM Layout, Bannerghatta Road,</p> <p>Bengaluru, Karnataka - 560029</p>