(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

- A) 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 offers are liable to be ignored. However, under exceptional circumstances, where it is felt necessary to consider such offers, on account of inadequate competition, non-availability of suitable quotations from Registered suppliers, urgent demands, capacity / capability of the firms offering to supply the relevant items being known etc. and after verification of eligibility criteria, BRBNMPL may accept the offer at their discretion subject to approval of competent authority.
- B) Bidders who consider themselves eligible CAN PARTICIPATE IN THIS TENDER <u>ON PRIOR</u> <u>APPROVAL OF BRBNMPL, SALBONI</u>.

## LIMITED TENDER ENQUIRY FOR THE ITEM/S MENTIONED BELOW

TENDER ENQUIRY No.056/SAL/PUR/2021-22

(Procurement of Goods) <u>Not Transferable</u> Website: <u>www.brbnmpl.co.in</u> Email: <u>salbonipress@brbnmpl.co.in</u>

By Speed post / Courier service		SAL/FF/PUR/F/01/08
BNM No.: /(S) 07.07.04/TE-056/2021-22	Last Date & Time for submission of tender:	28/01/2022 upto 11.30 AM
Dated: 03/01/2022	Tender Opening Date & Time:	28/01/2022 at 11.45 AM
Cost of Tender form: Rs. 500/- **NIL ( if downloaded from our website www.brbnmpl.co.in)	Earnest Money Deposit (EMD): Nil (E form to be submitted as per Annexure	-

### Security Classification: Non-Security (Safety Items)

### TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS

This tender document contains 117 pages

The tender document is sold to:

M/	s.
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Address

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri P. K. Biswal, Designation: Deputy General Manager - MMD Address: The General Manager, Bharatiya Reserve Bank Note Mudran (P) Limited Salboni, Dist- Midnapore (West) Pin- 721 132, West Bengal Phone No. 03227-280176 & 280317 Email: salbonipress@brbnmpl.co.in

# BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

	List of Contents	
Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions for Tenderer (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 & Compliance statement	Enclosed
Section VIII	Quality Control Requirements	Enclosed
Section IX	Qualification/Eligibility Criteria	Enclosed
Section X	Tender Form	Enclosed
		Enclosed
Section XI	Price Schedule (Price Bid)	
Section XII	Questionnaire	Enclosed
Section XIII	Bank Guarantee for EMD	Not applicable
Section XIV	Manufacturer's Authorization Form	To be downloaded
Section XV	Bank Guarantee Form for Performance Security	from website:
Section XVI	Contract Form	www.brbnmpl.co.in under
Section XVII	Letter of Authority for attending Bid Opening	'Downloads' Section.
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 - Mandate Form	Enclosed
Annexure – E	Bid Security Declaration in lieu of Earnest Money Deposit	Enclosed
<mark>Annexure –F</mark>	Model Clauses for Tenders	<mark>Enclosed</mark>
<mark>Annexure –G</mark>	Declaration Regarding Restrictions on 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	Enclosed
	Small Enterprises (MSEs) Order, 2012'	
Annexure – 2	Conditions For 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	Enclosed
Annexure – 5	MSE and Class-I Local Supplier Declaration & Undertaking by Micro & Small Scale	Enclosed
	Enterprises / Start-up Companies / Entities seeking	LICIOSCU
	purchase preference under Make In India Policy / Women	
	entrepreneurs / Registration with TReDS / GeM	
		Enclosed
Annexure – 6 Annexure – 7	P.B.G. FORMAT ISSUED BY Holding Company	Enclosed
Aimexure – /	Undertaking to provide financial support to our wholly owned subsidiary	Enclosed
-	Check List	Enclosed

## List of Contents

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

SAL/FF/PUR/F/01/08

## LIMITED TENDER ENQUIRY (LTE) Section I: Notice Inviting Tender (NIT)

Bharatiya Reserve Bank Note Mudran (P) Limited Salboni, Dist. - Midnapore (West) Pin- 721 132, West Bengal Phone No. 03227-280176 & 280317; Fax: 03227-280744; 03227-280222 Website: www.brbnmpl.co.in Email: salbonipress@brbnmpl.co.in

Tender No.056/SAL/PUR/2021-22

DATE: 03/01/2022

## TENDER FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS

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

Schedule No.	Brief Description of Goods / Services	Quantity [with unit]	Earnest Money Deposit
I.	SUPPLY OF VARIOUS FIRE SAFETY ITEMS [As per detailed specifications attached in Section – VII]		Nil (Bid security declaration
II.			form to be submitted as per Annexure – E)

Note: Bidders can quote for any of the Schedule or combination of the Schedules. Purchase Orders will be issued to the parties who will be individual Schedule wise lowest (L1) bidder. Bidder must quote for all the items mentioned in the each schedule, otherwise the offer will be liable for rejection.

Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132.
Time and date of opening of tenders	28/01/2022 at 11.45 hours
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132.
Closing date and time for receipt of tenders	28/01/2022 at 11.30 hours
Place of sale of tender documents	Purchase Section, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132 (OR) Can be downloaded from our website www.brbnmpl.co.in.
Price of the Tender Document	Rs.500/- (inclusive of applicable Taxes) **NIL (if downloaded from our website www.brbnmpl.co.in)
Date of Sale of tender documents	From 03/01/2022 to 27/01/2022 during office hours
/ Development / Indigenization / Disposal of Scrap / Security item etc.)	(Part-I Techno-commercial bid and Part-II Financial/Price Bid)
Type of Tender (Two Bid / PQB / EOI / RC	Two Bid System

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

	Dy. General Manager (MMD)/Asst. General
Nominated Persons / Designation to Receive	Manager (MMD)
Bulky Tender (Clause 21.1 of GIT)	Bharatiya Reserve Bank Note Mudran (P)
	Limited, Note Mudran Nagar, Salboni 721132.

- 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 only) per set through :
  - a) Account Payee Demand Draft / Banker's cheque drawn from any branch of SBI in India, in favour of Bharatiya Reserve Bank Note Mudran (P) Limited, payable at State Bank of India, Note Press Branch (Branch Code No: 3558), Salboni, P.O.-R.B.N.M.L., PIN-721132, Dist-West Midnapore, West Bengal. If drawn from any branch of SBI in India. If drawn from any other scheduled Commercial Bank in India, it should be payable at Midnapore.
  - b) Online Bank Transfer (Proof of online transfer should be submitted along with the Techno-Commercial Bid (Part - I)) through NEFT/RTGS can be made at the following BRBNMPL account maintained with Salboni Note Press Branch of State Bank of India: -

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

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



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

4. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier to the foreign tenderers, for which extra expenditure per set will be Rs.500/- for domestic post and Rs.5000/- for international courier.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

- 5. Tenderer may also download the tender documents from the web site and submit its bid by utilizing the downloaded document.
- 6. 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 and Tender shall be finalized **on Scheduled wise Lowest (L1) bidder** from eligible bidders as per Section XI.
- 10 BRBNMPL reserves the right to Cancel the tendering Process / Reject all Bids / Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not 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 <u>Relaxations, exemptions and other conditions for Central Purchase Organization (CPO),</u> <u>Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups; Public Procurement</u> (Preference to Make India) Order 2017:

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

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

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

**Annexure-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'

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

### 13. <u>Guidelines for filling two-part tender:</u>

- (a) Part I: First sealed cover should contain the required Bid Security Declaration form as per Annexure – E, cost of tender form, technical offer (catalogue/brochure/specifications etc.), tender document including corrigendum pages (if any); 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 are liable for rejections. This first sealed cover should be clearly super-scribed with "Part I - Technical Bid -<u>Tender Enquiry</u> <u>No. 056/SAI/PUR/2021-22 for "SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS" at BRBNMPL, Salboni as per Section VI: List of requirement</u>". Bid containing 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 <u>Tender Enquiry No. 056/SAL/PUR/2021-22 for "SUPPLY,</u> <u>OF VARIOUS FIRE AND SAFETY ITEMS" at BRBNMPL, Salboni as per Section VI: List of requirement</u>".
- (c) The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as "<u>Offer Tender Enquiry No. 056/SAL/PUR/2021-22 for "SUPPLY OF</u> <u>VARIOUS FIRE AND SAFETY ITEMS" at BRBNMPL, Salboni as per Section VI: List of</u> <u>requirement</u>" with due date of opening as <u>28/01/2022</u> and should be addressed to 'The General Manager, BRBNMPL, Note Mudran Nagar, Salboni-721132.
- 14. <u>Price:</u> Prices shall be quoted in Indian Rupees only. The quoted rate should be on the basis of delivery at our site (F.O.R. General Stores, BRBNMPL, Salboni). Moreover, the Basic rate, GST, packing & forwarding charges, freight, discounts, insurance (if any), etc. should be clearly indicated in your offer. The price quoted should remain firm and valid till completion of delivery of full quantity as per the schedule specified in our Purchase order. The break- up of various components of total cost should be given as per the enclosed format at Section-XI Price Schedule. **The unloading shall be taken care by BRBNMPL**.

### 15. <u>Payment Terms</u>:

### a) No Advance Payment shall be made.

- b) Payment shall be released only after receipt and acceptance of the Material by BRBNMPL. Statutory Deductions as applicable shall be made from the gross bill amount. DD/RTGS/NEFT charges shall be borne by you. For RTGS/NEFT payment you may forward your Bank Mandate and other details along-with your invoice & 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.
- c) Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same will have to be borne by the supplier.
- 16 <u>EMD:</u> EMD for the tender is Nil however your sealed tender/ quotation should be accompanied with Bid security declaration form as per **Annexure: E.**

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

- 17. <u>Security Deposit (SD)/ Performance Security:</u> Performance security is to be submitted for an amount equal to **three per cent (3%)** of the total value of the contract as per GOI OM No.F.9/4/2020-PPD, dated 12/11/2020. For further details, refer SCC Clause 6 under Section V of the Tender document.
- 18 <u>Bank charges:</u> Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form and performance security to be borne by the bidder/supplier only.
- 19. <u>**Pre-Dispatch Inspection:**</u> If found necessary, the Material may be subjected to pre-dispatch inspection at the supplier site before dispatch. The successful tenderer must inform in advance about the readiness of the item before dispatch.
- 20. <u>Quantity:</u> Present requirement as per List of Requirements attached in Section VI. However the quantity may increase or decrease depending upon the actual requirement at the time of placing of order.
- 21. <u>Optional Quantity</u>: BRBNMPL reserves the right for optional quantity upto a maximum of 25% of tendered quantity (refer clause 19.3 of GCC, Section IV).
- 22 **<u>Repeat Order Quantity</u>**: BRBNMPL reserves the right to procure additional 50% of the order quantity within 6 months from the date of last supply by placing repeat order against the previous order with same rate and terms and conditions. However, both the option clause and the repeat order clause together shall not exceed 50% of the ordered quantity.
- 23. <u>**Product Catalogue/Brochures:**</u> Catalogue giving the complete technical details of the product offered should be enclosed along with the tender documents without fail.
- 24. <u>Finalization criteria</u>: Purchase order will be issued to **Overall Schedule wise Lowest (L1)** quoted bidder for the item mentioned in the tender. Party must quote for one make / model, otherwise the offer will be liable for rejection.
- 25. 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.
- 26 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.
- 27. 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.
- 28 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.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

- > 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 criterion.
- 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.
- 29. Self-certified copies (with seal of firm) of this <u>Tender document, corrigendum if any</u> along with other <u>documents mentioned in the tender</u> are to be submitted along with the Bid.
- 30. No counter conditions shall be accepted.
- 31. <u>Bidders to write Page Nos. on each page of the tender documents submitted.</u>
- 32 Offers submitted not in line with the above guidelines shall be liable for rejection.
- 33. If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned at Page 1 of this tender so as to reach **at least 07 days prior** to date of opening of the tender.

Yours faithfully, For & on behalf of BRBNMPL

Deputy General Manager (MMD) BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD., (Wholly owned Subsidiary of Reserve Bank of India) RBNML (PO), Salboni – 721 132. Phone: 03227 – 280317/280176

Page 8 of 117

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### 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.

#### 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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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, exwarehouse 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 exfactory 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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 **TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS** 

T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

(a) 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

(b) 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

(c) the principal manufacturer/OEM should meet all the prequalification 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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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 represented be dulv authorized by an 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 guestion, 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

### BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS

T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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 Infirmity / Irregularity / Non-Conformity

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

#### 28. Discrepancy in Prices

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

28.2 If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and 28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

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

#### 29. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original 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

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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.

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## 47. Non-receipt of Performance Security and Contract by $\ensuremath{\mathsf{BRBNMPL}}$

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

#### 48. Return of EMD

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

#### 49. Publication of Tender Result

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

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

#### 50. Rate Contract Tenders

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

i. Earnest Money Deposit (EMD) is 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

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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, preproduction samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

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

#### 53. Expression of Interest (EOI) Tenders:

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

i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.

ii. Development of new items or Indigenization of Imported stores

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

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

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

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

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

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

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

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

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

#### 54. Tenders for Disposal of Scrap

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

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

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

is concluded.

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

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

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

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

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

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

#### 54.3 Submission of Offer

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

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

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

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

**54.3.5** 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.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

**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.

## 54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

#### 55. Development and Indigenization Tenders:

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

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

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

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

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

**55.6** The ratio of splitting of the supply order between various development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

**55.7** However, in case the requirement is 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.

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

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

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

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Yours faithfully,

( Signature with date. Name: Seal

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

## 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.	Торіс	SIT Provision
1	2	Language of Tender	To be submitted in <b>English</b> only.
2	3	Eligible Tenderers	Applicable. 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).
3	4	Eligible Goods & Services (Origin of Goods).	Applicable. In addition, A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting". However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
4	8	Pre-bid Conference	Not applicable
5	11.2	Tender Currency	Indian Rupees only.
6	12.8	GST	<ul> <li>(i) Wherever applicable bidder shall quote the exact Tax percentage F.O.R. Salboni (West Bengal).Supplier shall be solely responsible for correctness of the HSN Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due incorrect HSN Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate.</li> </ul>

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

			<ul> <li>Supplier shall be solely responsible for any Legal Complicacy arising due to this.</li> <li>(ii) Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, it's evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.</li> </ul>
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	120 days
10	20	Signing and Sealing of Tender 20.4. Number of Copies of Tenders to be submitted	No Change. 20.4 <b>No. of copies- One</b>
		20.9: E procurement:	20.9 E procurement: Not permitted
11	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.
12	31	Qualification / Eligibility Criteria	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]. No proof of supply to other countries or proof of export is required.
13	33	Schedule-wise Evaluation.	The Tender will be finalised on the basis of Scheduled wise lowest (L1) bidder & as per other terms & conditions of the tender. <u>Bidder must quote for all the items mentioned in the</u> each schedule, otherwise the offer will be liable for rejection.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

	1.E N0.050/5AL/1 OK/2021-22 Uated 05/01/2022		
14	35.2 <i>,</i> 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<ul> <li>35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII.</li> <li>35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class – I Local Suppliers as per guidelines [Refer Annexure-1, Annexure-3 &amp; 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".</li> <li>Note:</li> <li>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.</li> <li>Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier" and more than 20% but less than 50% for "Class - II Local Supplier".</li> </ul>
15	42	Variation of Quantities at the Time of Award	NOT APPLICABLE
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

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### 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 may be. (xii) Words in the singular include the plural and vice-versa.

(xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

(xiv) The heading of these conditions shall not affect the interpretation or construction thereof.

(xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

(xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

(xvii) "Tender" means quotation / bid received from a firm / supplier.

(xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.

(xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.

(xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

(xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(xxiii) "Specification" or "Technical Specification" means the drawing/ document/standard that prescribes the requirement to which product or service has to conform. (xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on
	Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

"CMD"	Included 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
"DP" "ECS" "EMD" "EOI"	and Disposals means Delivery Period means Electronic clearing system means Earnest money deposit means Expression of Interest (Tandaring System)
"ERV" "FAS" "FOB"	(Tendering System) means Exchange rate variations means Free alongside shipment means Freight on Board
"FOR" "GCC" "GIT"	means Free on Rail means General Conditions of Contract means General Instructions to Tenderers
"GST" "H1, H2 etc."	means Goods and Services Tax 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" "LD or L/D" "LSI" "NIT" "NSIC"	means Letter of Credit means Liquidated Damages means Large Scale Industry means Notice Inviting Tenders means National small industries
"PQB" "PSU" "PVC" "RC"	corporation means Pre-qualification bidding means Public Sector Undertaking means Price variation clause means Rate contract
"RR or R/R" "SBD" or "TD"	means Railway Receipt means Standard Bid Document / Tender Document
"SCC" "SIT"	means Special Conditions of Contract means Special Instructions to Tenderers
"BRBNMPL"	means Bharatiya Reserve Bank Note Mudran Private Limited
"SSI"	means Small Scale Industry

#### 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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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 Specification' and in 'Technical '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 transhipment (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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

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

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

#### 10. Terms of Delivery

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

#### **11. Transportation of Goods**

**11.1** The supplier shall not arrange part-shipments and / or transhipments 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 adequate, notice to the Forwarding give 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:

i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and

ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

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

#### 14. Incidental services

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

a) Providing required jigs and tools for assembly, start-up and maintenance of the goods

b) Supplying required number of operation & maintenance manual for the goods

c) Installation and commissioning of the goods

d) Training of BRBNMPL's operators for operating and maintaining the goods

e) Providing after sales service during the tenure of the contract

f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

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

**15.1** The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

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

(a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;(b) Packing list;

(c) Insurance certificate;

(d) Railway receipt / Consignment note;

(e) Manufacturer's guarantee certificate and in-house inspection certificate;

(f) Inspection certificate issued by BRBNMPL's inspector

(g) Expected date of arrival of goods at destination and

(h) Any other document(s), as and if specifically mentioned in the contract.

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

(a) Clean on Board Airway Bill/Bill of Lading (B/L)

(b) Original Invoice

(c) Packing List

(d) Certificate of Origin from Seller's Chamber of Commerce

(e) Certificate of Quality and current manufacture from  $\ensuremath{\mathsf{OEM}}$ 

(f) Dangerous Cargo Certificate, if any.

(g) Insurance Policy of 110% if CIP/CIF contract.

(h) Performance Bond / Warranty Certificate

#### 16. Warranty

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

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

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

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

**16.5** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified / replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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 Section) 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 Installation, Erection where 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:

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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

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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** 

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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

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T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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 proceeding arbitration 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.

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**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 Contact

**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 indemnity 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.

Yours faithfully,

(	)	Seal
Signature with date.		
Name:		

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## Section V: Special Conditions of Contract (SCC)

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

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

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

S1.	GCC	Torrig	CCC Provision
No.	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	Applicable. In addition, a bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting" However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
3	6	Performance Security	No Relaxation for bidder of any Stature. Performance Security @ 3% (Three percent) of the total value of supply order as per GOI OM No.F.9/4/2020-PPD, dated 12/11/2020. Security deposit will be released after 3 months of receipt & acceptance of items at BRBNMPL, General Stores. However, SD of warranty items will be released after completion of warranty obligations.
4	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change 14.Incidental services: Not Applicable
5	16.2,16.4	Warranty Clause	Warranty: As per OEM standard.
6	18	Sub-Contracts	The successful bidder shall not be allowed to

	RBN	DOCUMENT FOR SUPPLY OF V	f Reserve Bank of India) W), West Bengal, Pin Code 721132 V <b>ARIOUS FIRE AND SAFETY ITEMS</b>
		T.E No.056/SAL/PUR/202	sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
7	19, 19.3	Modification of Contract	No change.
8	20.1	Price Adjustment Clause	Not applicable
9	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
10	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments 22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier. Note: Bidders' attention is invited to refer GCC clause No.6 (Performance Security) & Clause No.16 (Warranty )	As per NIT clause 16 in page 6 of tender.
11	24.1	Quantum of LD	No change
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No Change
13	33,33.1,33.2	Resolution of Disputes	Clauses of 33.1 and 33.2 are applicable. At Kolkata
14	36	Disposal / Sale of Scrap by Tender	Not applicable

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

## **Section VI: List of Requirements**

Schedule No.	Brief Description of Goods / Services	Quantity [with unit]	Earnest Money Deposit
	SUPPLY OF HYDRAULIC SPREADER [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF CHIPPING HAMMER [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF ROTARY RESCUE SAW [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF CIRCULAR SAW (ELECTRICAL) [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF FIRE SUIT [As per detailed specifications attached in Section –VII]	06 Each	Nil
	SUPPLY OF FIRE GEL BLANKET [As per detailed specifications attached in Section –VII]	02 Each	
Ţ	SUPPLY OF ROTARY HAMMER DRILL [As per detailed specifications attached in Section –VII]	01 Each	(Bid security declaration
Ι	SUPPLY OF PORTABLE GENERATOR (5 KVA) [As per detailed specifications attached in Section –VII]	01 Each	form to be submitted as per Annexure – E)
	SUPPLY OF MEGA PHONE [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF TINE SNIPER [As per detailed specifications attached in Section –VII]	02 Each	
	SUPPLY OF RESCUE STRETCHERS [As per detailed specifications attached in Section –VII]	03 Each	
	SUPPLY OF FULL BODY SAFETY HARNESS [As per detailed specifications attached in Section –VII]	02 Each	
	SUPPLY OF CHAIN SAW [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF SMOKE CUTTER LIGHT [As per detailed specifications attached in Section –VII]	04 Each	

	SUPPLY OF SAFETY HELMET [As per detailed specifications attached in Section –VII] SUPPLY OF SAFETY GOGGLES [As per detailed specifications attached in Section –VII] SUPPLY OF EAR PLUG	12 Each 12 Each 12	Nil (Bid security
II SUP [As] SUP [As] SUP	[As per detailed specifications attached in Section –VII] SUPPLY OF DUST MASK [As per detailed specifications attached in Section –VII]	Each 12 Each	declaration form to be submitted as per Annexure – E)
	SUPPLY OF GLOVES (STERILE LATEX MEDIUM) [As per detailed specifications attached in Section –VII]	12 Pair	
	SUPPLY OF NOSE MASK [As per detailed specifications attached in Section –VII]	12 Each	

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 **TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS** T F No 056/SAL/PUB/2021-22 dated 03/01/2022

T.E No.056/SAL/PUR/2021-22 dated 03/01/2022			
	SUPPLY OF SAFETY CONES [As per detailed specifications attached in Section –VII]	12 Each	
	SUPPLY OF CORDONING TAPE (100 MTR ROLLS) [As per detailed specifications attached in Section –VII]	04 Each	
	SUPPLY OF KIT CARRYING BAGS [As per detailed specifications attached in Section –VII]	02 Each	
	SUPPLY OF BUTYL RUBBER GLOVES [As per detailed specifications attached in Section –VII]	06 Pair	
П	SUPPLY OF HEAVY DUTY HAND GLOVES [As per detailed specifications attached in Section –VII]	06 Pair	
11	SUPPLY OF FLUORESCENT JACKET [As per detailed specifications attached in Section –VII]	06 Each	
	SUPPLY OF GLASS CUTTER [As per detailed specifications attached in Section –VII]	02 Each	
	SUPPLY OF LOCKING "O" CARABINEERS [As per detailed specifications attached in Section –VII]	10 Each	
	SUPPLY OF ROPE PROPYLENE (14 MM 200 MTR) [As per detailed specifications attached in Section –VII]	01 Each	
	SUPPLY OF ROPE KERNMANTLE (12 MM 200 MTR) [As per detailed specifications attached in Section –VII]	01 Each	

**Note:** Bidders can quote for any of the Schedule or combination of the Schedules. Purchase Orders will be issued to the parties who will be individual Schedule wise lowest (L1) bidder. Bidder must quote for all the items mentioned in the each schedule, otherwise the offer will be liable for rejection.

**Scope of Supply**: The Scope of work includes Supply of Various Fire & Safety Items at BRBNMPL, Salboni, Paschim Midnapore District, West Bengal-721132.

<u>**Pre-Dispatch Inspection</u>**: Pre-Dispatch Inspections / test of the above all items (Schedule I & Scheduled-II) to be carried out at supplier works/site by the inspecting of officers of BRBNMPL / CISF Personnel before despatching the material, hence successful bidder should intimate us in advance about the readiness of the item before dispatch. The material should be ready for pre-dispatch <u>inspection</u> within 30 days from the date of issues of Purchase Order.</u>

**<u>Required Delivery Schedule</u>**: Successful bidder has to Supply of the Items <u>within 15 days</u> from the date of confirmation and on approval of material on Pre- Dispatch Inspection.

**Terms of Delivery, Destination and preferred mode of Transportation: F.O.R. General Stores, BRBNMPL, Salboni** inclusive of delivery as per the specification and scope of work given in Schedule VII. During delivery, a copy of the Purchase Order along with Challan and Tax invoice should be available with the person accompanying the material. The vehicles carrying the material should have proper papers including valid registration / insurance of vehicle and valid license of the Driver. All security norms as applicable to be followed.

**Mode of Transportation:** As desired by the bidders which should be in safe and secured manner. Items should be supplied in the original packing of manufacturer. The material is to be delivered and unloaded at our General Stores before 16:00 hrs on any working day. Unloading of items at General Stores shall be done by BRBNMPL. The vehicle carrying items should reach our entry gates before 12:00 hrs.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

**Inspection of Material:** All supplies shall be subject to inspection by officer/s nominated by the purchaser and entitled to reject any or all of the supplies if not conforming to the specifications and terms and conditions of the purchase order.

Any defective materials related to quality observed during warranty, etc. should be replaced free of cost within the reasonable time. However, General Manager, BRBNMPL, Salboni reserves the right to cancel / discontinue this order at any point of time, without assigning any reason thereof.

**<u>Replacement of rejected Materials</u>**: In case of rejection of materials, items must be replaced free of cost by the supplier within 15 days at his own risk and cost, on receiving such information from BRBNMPL.

#### The materials are to be supplied to the following address:

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

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(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### Section VII: Technical Specifications

#### SUPPLY OF VARIOUS SAFETY ITEMS CONFORMING TO FOLLOWING TECHNICAL SPECIFICATIONS AND PARAMETERS

#### <u>SCHEDULE</u>: I: <u>SUPPLY OF FIRE SAFETY ITEMS</u>

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Hydraulic Spreader
	Conformity to standards	As per NFPA 1936 with latest amendment
	Dimension (L X B X W)	Approx. 900 X 285 X 250 mm (±10%)
	Working Pressure	Approx. 700 Bar
	Highest Spreading Force	Min. 650 KN
	Lowest Spreading Force	Min. 40 KN
	Spreading Distance	Min. 300 MM
	Pulling Distance	Min. 300 MM
	High Pulling Force	Min. 34 KN
	Lowest Pulling Force	Min. 27 KN
Hydraulic	Weight including battery	Max. 20 KG
Spreader	Replaceable blade of cutter	Yes
	Type of teeth of blade	Straight
	Material of blade of cutter	Dropped forged special steel alloy
	Material of hinges, pin, lever for protection against corrosion	Heat treated tool steel
	Material of tool body to ensure less weight	High Quality thermoplastic
	Operating Temperature Range	-25°C to +55°C
	Type of Battery	Preferably Lithium ion based rechargeable
	Minimum charging Time of Battery	Max. 120 Minute
	Connector to connect the tool to any 220 V Power source	Yes

Item Name	Parameters	<i>Brief Description of Goods /</i> Item Specification
	Requirement	Chipping Hammer
	Conformity to standards	EPTO / Equivalent International Standards
	Protective carrying case designed so as to protect the equipment from damage and for easy handling of equipment during transit	Yes (Made of hard durable Plastic)
	Weight of Chipping Hammer	Not more than 30 KG
	Adjustable bits to be supplied	Yes
	One pair of flat bit and pointed bit to be supplied	Yes
	Number of pairs of spare pointed bits to be supplied	At least 01
	The bit length of pointed bits supplied as spare should be such that one bit should be more than 28 cm and other should be more than 41 cm	Yes
Chipping Hammer	Power Requirement	230V 50Hz, Single Phase
	Power Rating	Min. 1600 Watt
	Chiseling Impact Rate	Min. 800 BPM
	Chiseling Impact Force	Min. 45 Joules
	Noise Level at 1 Meter Distance	Max. 110 dB
	Material of Bit	High tensile steel
	Availability of active vibration absorbing system	Yes
	Electric cord with 10/15Amp 3 Pin	Min. length Four Meter
	Dust seal to protect equipment	Yes
	Easy to operate On / Off Switch	Yes

Item Name	Parameters	<i>Brief Description of Goods /</i> Item Specification
	Requirement	<b>Rotary Rescue Saw</b>
	Conformity to standards	EN /DIN / US or Equivalent
	Type of Engine	2-stroke petrol driven engine, Air cooled engine.
	Displacement	Min. 60CC
	Output Power	Min. 4 HP
	Size of Arbor	20 MM
	Arbor Size of Blades	Compatible with Machine
	Diameter of segmented diamond tipped blade supplied with machine	Not less than 300 MM (±5%)
	Diameter of Abrasive Blade supplied with machine	Not less than 300 MM (±5%)
	Diameter of Carbide Blade supplied with machine	Not less than 300 MM (±5%)
	Segmented diamond tipped blade to be supplied with machine	Yes
	Carbide Blade to be supplied with machine	Yes
Rotary Rescue Saw	Abrasive Blade to be supplied with machine	Yes
	Spare Diamond Tipped Blade, Carbide Tip Blade and Abrasive Blade to be supplied with machine	Yes
	The Blade supplied shall be of same make as rotary saw or OEM of machine should have authorised dealership/distributorship from the manufacturer of blades	Yes
	Cutting Depth	Not less than 100 MM (±2 MM)
	Capacity of Fuel Container supplied with machine	Min. 5 Litres
	No load Speed in RPM	Min. 9000
	Maximum Blade speed in RPM	Min. 4290
	Noise Level of machine 1 meter around the equipment while working	Max. 113 dB
	Weight of the machine with blade and full tank	Max. 18 KG
	Type of Ignition	Electronic Type
	Capacity of water container supplied	Min. 10 Litres

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Circular Saw (Electrical)
	Power Input	1200 Watt
	Input Power Supply	230V 50Hz, Single Phase
	Cutting Depth at 90 Degree	66 MM
	Cutting Depth at 45 Degree	47 MM
	No load speed	5300 RPM
	Material of Circular Saw	Alloy / High Speed Steel
	Diameter of Circular Saw	7.25 Inches
	Thickness of wheel of Circular Saw	50 MM
	Length of Power Cable	Min. 3.5 Meter
	Weight	Max. 3.6 KG
	Dimension of Wood Cutter (L X W X H)	350 X 100 X 200 (±10%)
	Material of Base of Cutter	Alloy Steel
Circular Saw	Material of Gear Cover	High Quality Plastic
(Electrical)	Material of Blade Cover	High Quality Plastic
	Anti-slip handle for good grip	Yes
	Large front grip of handle	Yes
	Lock-on button for fatigue free continuous running	Yes
	Lock-off switch to prevent accidental action	Yes
	High Capacity gear set for less vibration, lower noise & longer life	Yes
	Replaceable Blade	Yes
	Adjustable Height	Yes
	Carbon brush access caps for easy access and quick change	Yes
	Accessories: Wrench, Hexawrench, Vinyl tube, Tube holder	Yes
	Sawdust ejection chute to direct sawdust away from operator	Yes

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Fire Suit
	Scope	Fire Retardant Overall (Dangri) for fire fighting purpose, single piece, dangri style, made From inherently flame resistant fabric suitable for use by fire fighters, exposed to challenging atmosphere of Fire & Heat. Protective suit should be breathable, with smart fitting and capable of providing comfort of movement to the user during fire fighting and similar operation keeping in consideration Indian hot tropical climates.
	Construction	<ul> <li>The Protective FR Overall (Dangri) shall be made from inherently flame retardant fabric having following features:-</li> <li>(i) The fabric used for the fabrication of the protective FR suit shall be of Nomex or Kevlar, inherently flame retardant having permanent heat and flame protection that Cannot be removed or washed out throughout the life of the garment.</li> <li>(ii) The fabric shall be made from a blend of meta aramid and Para aramid yarn with 2-3% anti-static yarn. The presence of Cotton, Wool, Carbon and non Aramid fibers in the blended fabric shall not be acceptable.</li> <li>(iii) The fabric shall be comfortable, breathable for reduced heat stress and ability to wick away moisture (anti sweating). The weight if the fabric should be 220 GSM (Gram per Sqm) with max tolerance of ± 5%</li> <li>(iv) The fabric of the FR Overall (Dangri) shall be of soft comfortable finish, durable and capable of washing as well be colour fast</li> </ul>
Fire Suit	Colour	The Protective FR Overall (Dangri) shall be made in Royal Blue Colour.
The Suit	Stitching	Stitching of the FR Overall (Dangri) shall be stitched with FR aramid sewing thread to ensure that the seams have strength, elasticity, durability and stability, finish and color fastness.
	Features	The Protective FR Overall (Dangri) shall be designed as per the following features:- i) The Garment shall have high protective collar with throat guard of height 10 cm Epaulettes (Flap) on each shoulder shall be provided ii) Overall shall be of front opening type having one central concealed heavy duty metal zipper with brass stud. iii) The overall should have full sleeves with single stud cuff fastening to facilitate rolling. iv)FR Overall (Dangri) shall be fabricated to provide five pockets as following:- 1st Pocket – Radio pocket on left chest with Velcro on flap closure 2nd Pocket – Right chest, flap style with Velcro Closure 3rd Pocket – Open Pen Pocket on shoulder 4th & 5th Pocket – Trouser cargo pocket at outer side of knee level (each side) with flap secured with Velcro closure. Elasticized Waistband additionally with loop and button shall be provided for smart Fitting. (v) Additional Customization: 2" (50mm) wide reflective FR trim shall be provided around arms, waist and legs. The reflective tape shall be fire retardant, triple trip design (Yellow- silver-yellow) and certified to EN 471 for high

1.1	10.056/SAL/PUR/2021-22 dated 03/01/2022
	visibility
	(vi) Printing of letter wording i.e. "FIRE" etc to be printed in silve colour at the Back of the FR Coverall (Dangri). The height of th letters shall be 5 inches wordings of the letters to be provided a the time of Order finalization.
	The sizes to range from small to XXXL size chart to be provided b
Size	the vendor along with the Bid Offer Exact sizes shall be intimate
5126	at the time of placing order
	Labelling shall be provided on the garment showing Manufacture
Markings / Stamping	Name, Size, Washing Instruction and EC Type Examination / C
	certification for EN ISO 11612 and EN ISO 11611 standards etc.
	The finished FR Overall (Dangri) shall be certified to the followin
	International
	governing standards –
Certification	(i) EN ISO 11611:2007
Certification	(ii) EN ISO 11612:2008
	Manufacturer shall provide EC TYPE Examination Certificate from
	the Accredited International body for the offered garment i
	support of compliance to the above standard.
	Successful vendor shall also submit a sample drawn from th
	fabric of the FR garment Used for fabrication of FR Protective sui
	The sample length of 5 mtr. shall be tested at NABL accredite
	textile labs in India for compliance and passing the following te
	parameters –
	•
The set of the set	(i) Limited flame spread as per ISO 15025 level A1/A2
Testing	(ii) Convection heat as per ISO 9151 level B1
	(iii) Radiant Heat as per ISO 6942 level C1
	(iv) Tensile strength as per ISO 13934-1 > 400 Newton
	(v) Tear strength as per ISO 13937-2 > 20 Newton
	(vi) Limited Flame spread as ISO 15025 Pass A2 ( class 2)
	(vii) Electrical resistance as per EN 1149-2 Pass class 2
	(viii) Impact of spatter drop as per ISO 9150 Pass class 2
	Each complete suit shall be packed in a good quality aesthetical
Packing	designed bag with Zipper. Each overall will be packed in an
	individual polythene cover
	The manufacturer shall be an ISO 9001 :2015 QA firm with after
After Sale Support	sale service support and manufacturing facility in India for repa
F F F F F F F F F F F F F F F F F F F	and wash care servicing for the offered FR Overall(Dangri)
	The Suit shall carry warranty for a period of 02 year from the dat
Warranty	of acceptance of the Material.
	If the supplier is not a manufacturer of item, they shall subm
	valid authorization letter From the original manufacturer of the
	Indian corporate office along with offer. The Manufacturer or the
Authorization	Indian corporate office shall have confirmed in writing for
Authorization	availability of all spares and after sales service support for th
	entire life if the equipment from the date of supply of the abov
	system. Without which the offer shall be rejected.
	NYNELL WILLOU WILCI (DE OLET SDAL DE TELECTEO

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Fire Gel Blanket
		Product Code SF-01 description texturized glass fabric heat treated.
		Color Milky White
		Weight 450 Gram / Sqm (±10%)
		Thickness 0.50 MM (±10%)
	Features	Width 1 Mtr (100cm ) Yarn Thickness (Tex)
		Warp EC 9 33 4*2
Fire Gel		Weft EC 9 33 18*12
Blanket		Tensile Strength 3544N / 5cm (400Lbs / Inch)
		Temperature Resistance 550°C
	Treatment	This fabric is Silone Treated. After treatment with specially develop finish the fabric will then outperform asbestos (without the environmental hazards) and is a low cost alternative to silica and ceramic fabrics in many high temperature applications especially where its superior tensile strength and abrasion resistance can be exploite.
	Application	This fabric is suitable for Light Duty protection used as vertical curtain for protection from light welding spatter & metal grinding operations. Also used in residential & industrial safety applications.

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Rotary Hammer Drill Machine Heavy Duty
	General	A hammer drill is a power tool that can perform heavy duty tasks such as drilling and chiselling hard materials. It is similar to a hammer drill in that it also pounds the drill bit in and out while it is spinning. Rotary hammers can be used for 'doweling' and drilling through –holes in concrete and masonry walls.
	Features	Optimum drill diameter in concrete: 4mm to 30mm
		Max. drill diameter in concrete: 30mm
Rotary		Power Consumption: Max. 900 Watt
Hammer Drill		Impact Rate: max. 0-4000 rpm
		No load speed: 0-650 rpm
		Weight: 2.8 Kg
		Drilling Capacity: Concrete: 20mm, Wood: 25mm, Metal: 13mm
		Impact energy: 2-7 Joule
		Voltage: 220 -230 V
		Preferred Make: Bosch / Hilty / Fisher or Equivalent

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Min. One (01) year warranty from the date of acceptance of material

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Portable Generator
	Rating	5 KVA
	Phase	Single
	Frequency	50 Hz
	Voltage (AC)	230 V (±5%)
	Voltage (DC)	12 V for Battery charging
	Engine	4 stroke, Single cylinder engine power: 5.3 at 3000 RPM
	Displacement	400-450 cc
	Starting System	Electric (12V) / Recoil
	Dimension (L X W X H)	Max. 1160 X 660 X 750mm (+10%)
Portable Generator	Cooling	Air Cooled
(5KVA)	Weight	Max. 230 KG
(0111)	Fuel	Diesel
	Fuel Tank Capacity	15 Litre
	Wheels & Handles	Yes
	Low Oil Pressure Alert	Yes
	PF	0.8 pf
	Control Panel	Volt, Hour, Ampere, DC Charging
	Safeties	Low Lube Oil Protection, Overheat cut out, Overload
	Standard & Certification	Engine should be certified by ARAI Generator should comply with latest CPCB norms

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Mega Phone
	Power Output	16 Watt rated, 20 Watt Maximum
Mega Phone	Voice Range	0.40 Km (1Km in quiet area)
Niegu i none	Power Source	12 Volt DC, 8 X UM-2 Cells
	Microphone	Unidirectional, with Volume Control & Press to talk switch
	Dimension	Horn diameter 220mm, length 370mm

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Tine Sniper
Tine	Size	Length 300 mm
Sniper	Application	For cutting tin sheets of small thickness
	Feature	Spring divided handles which automatically open the snip hand pinch protectors, Forged carbon steel. Heat treated grand blades

Item Name	Parameters	<i>Brief Description of Goods /</i> Item Specification
	Requirement	Rescue Stretcher
	Unfolded Size of the stretcher (L X W X H)	Min. 2010 X 530 X 130 mm with tolerance of ±2 mm
	Material of the stretcher frame	Aluminium / Powder Coated Mild Steel
	Material of the support bed of the foldable stretcher	Vinyl Coated Nylon Fabric / Tetron Canvas
	The foldable stretcher shall fold lengthwise and cross wise and shall fold flat for compact storage and easy transportation	Yes
Support bed of the foldable stretcher shall be stain and water resistant and easy to clean and antifungal	Yes	
Stretcher	Stretcher Foldable stretcher shall have aluminium feet to prevent stretcher bed from touching the floor	Yes
	Aluminium poles shall have rubber hand grips to keep a firm grasp on the stretcher	Yes
	Minimum Load carrying capacity of the Foldable stretcher	Min. 160 Kg
	Weight of the foldable stretcher	Max. 20 Kg
	Foldable stretcher should have patient restrain strap with double locking quick release safety buckets	Yes
	Vertical hoisting sling to be provided	Yes

Item Name	Parameters	Brief Description of Goods / Item Specification
Full Body	Requirement	Full Body Safety Harness

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

#### TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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Safety Harness		It should be use full for safe working on heights & protection against fall. The shoulder and thigh straps should be easily identified by two different colours. It
	Application	should be fabricated for high shock absorbing and impact dispersing capacity while working-before, during and after a fall. It should have a specially designed seat strap for optimum comfort. It should
		have energy absorbing dorsal ID.
	Specification	Its anchor point should be by means of 2 chest attachment triangular-ring and a dorsal attachment triangular-ring. It should have adjustable shoulder and thigh straps.
	Accessories	It should be available with accessories like kinetic energy absorbers, lanyards, karabiners.

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Chain Saw
	Standard	EN / DIN / US or Equivalent Standards
	Type of Engine	Petrol Driven 2 Stroke Engine
	Utility	Designed to cut through different building materials like timber, metal sheets, FRP, PVC etc
	Weight	Max. 8 Kg
	Fuel Tank Capacity	700 ml
	Ignition System	Electronic with preferably one button start up
	Engine Displacement	75-85 CC
	Power Output	Min. 5.5 HP
Chain Saw	Noise Level	Max. 110 dB within 1 Meter
	Type of Blade	Carbide tipped blade
	Cutting Chain	Carbide tipped chain with heavy duty tie straps and tempered rivets
	Full blade guard with adjustable depth limiter in inches	0-8" ( Min. 1 cm adjustment)
	Adjustable Depth of cut (in inches)	Min. 6"
	Length of guard bar	As per requirement
	Chain Speed	Min. 25 m/s

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Smoke Cutter Light
	Four Lighting Modes	High for a smoke piercing beam: 175 lumens; 405m beam distance; runs 8 hours; 41,000 candela. Low for bright light and longer run time: 60 lumens; 237m beam distance; runs 20 hours; 14,000 candela Flash for signalling: runs 5 hours Moonlight mode provides low- level lighting for battery conservation: runs 15 days.
	Intrinsically Safe	ATEX-rated for Category 1 (Zone 0) locations. IEC Ex- rated for Group IIC locations. For use in places with an explosive gas atmosphere (other than mines susceptible to firedamp) that is present continually or for longer periods. It has a maximum adverse surface temperature of <135°C.Rated for Category 2G (Zone 1) explosive gas Group IIB locations. For use in places with an explosive gas atmosphere (other than mines susceptible to firedamp) that is likely to occur in normal operation occasionally. It has a maximum adverse surface temperature of 135°C.
	Low Profile Design	This feature was requested by fire-fighters to minimize the chances of catching on snags. The body is just 35mm deep.
Smoke	Gloved Hands not a problem	A large button on top gives access to high and low intensity modes, emergency flash and moonlight mode
Cutter Light	Smoke Cutter Technology	Insert able black or amber plugs allow you to customize the beam pattern to suit your personal preference. The black plug reduces peripheral light for an extra tight beam. The amber plug reduces peripheral light and glare. Get the traditional focused Survivor beam without use of either plug.
	Waterproof	With an Ingress Protection rating of IPX6 it is more than rain proof. This is designed for fire-fighters. What is IPX6? Water projected in powerful jets (12.5 mm nozzle) against the enclosure from any direction shall have no harmful effects.
	Unbreakable LEDS	The C4 LEDs have a minimum life of 50,000 hours.
	Regulated Intensity	Electronics ensure that current is increased as battery voltage drops so that the power to the LED and the light output remains as constant as possible over the runtime.
	It's Made To Take The Hard Knocks You Cannot Avoid	Impact resistance tested from 2 meters. Tested against powerful water jets. Unbreakable polycarbonate lens and high impact super tough nylon body
	Hangs Forward	To ensure that you always have sufficient peripheral illumination to aid in navigation.

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#### <u>SCHEDULE: II - SUPPLY OF SAFETY ITEMS</u>

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Safety Helmet
	Standard	ISI: 2925 of 1984
	Shell Material	High Density Polyethylene (HDPE)
	Head Band	Adjustable and detachable head band with nape
Safety Helmet	Strap Material	low density polyethylene (LDPE)
neimet	Adjustable Chin Strap	Nylon chinstrap and ratchet type head band
	Slot Fix Design	provision for easy clip on accessories like face shields Ear muffs
	Colour	Yellow

Item Name	Parameters	Brief Description of Goods / Item Specification
Safety Goggles	Requirement	Safety Goggles
	Colour	Grey / Blue
	Material	light weight & safe to wear with impact resistant plastic
		Adjustable according to the size of the head, loose enough to pass the sweat

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Corded Earplug
	Material	made of soft eco-friendly fibre material, corded
	Provision Application	with a lace or same type of other arrangement to keep units of both the ear together
		To prevent entry of dust & loud sound in the ear BIS specification
Earplug	Miscellaneous	Material coming into contact with body shall not cause irritation
		It shall be resistant to skin oil, hair oil and ear wax
		Ear protector shall be made of material which is capable of being cleaned and sterilized
		Ear plug should be elastic to the ear canal
		Ear plug should be made so that no deleterious changes occur between -25°C and +55°C

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Dust Mask
	Size	4"
Dust Mask		The cloth used for fabricating dust mask should be able to prevent entry of dust
	Provision	Having two elastic straps to fasten above & below the ear to prevent the dust

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Gloves Sterile Latex Medium
	Size	Medium
Gloves Sterile Latex Medium	Material	Natural Rubber latex, single use disposable powder free sterilized sealed packs should meet emergency medical glove requirements of NFPA 1999 slandered on protective clothing for emergency medical operations, 1997 edition

Item Name	Parameters	Brief Description of Goods / Item Specification
Nose Mask	Requirement	Nose Mask
		Nose mask shall be provided with oxygen supplied tubing fabricated from latex free material with suitable female end connection.
	Strap	This should have elastic strip to fix over nose.
	Miscellaneous	The nose mask should also be provided with exhale port on either side.

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Safety Cones
Safety Cones	Construction	The traffic cones should made by suitable & durable plastic, the base of which should be heavy rectangle to provide standalone stability with conical body of height not less than 2 ft.
	Colour	It should paint with orange fluorescent paint with retro reflective strip of 1 to 2 inch width around the conical body at suitable height.

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Cordoning Tape
Cordoning	Length of Roll	100 Meter / Roll
Tape 100 Meter Rolls	Certification	Relevant test certificate shall be provided from Govt. approved laboratory or from the manufacturer along with their offer.

Item Name	Parameters	Brief Description of Goods / Item Specification		
	Requirement	Kit Carrying Bag		
	Material	Synthetic Heavy Corduroy water proof		
	Dimension	20" X 15" X 15"		
Kit Carrying	Construction	Side pouches with individual plastic zippers, additional compartment on top		
Bag		Inside upper cover divided with multiple straps for holding instruments, bottles, medicine kits upright		
		Lower compartment divided in to three one of 14" and other 6" subdivided into two		
		Two sides carry handles as well adjustable shoulder straps, base of bag having rubber castors / rests to avoid		
		contact with ground		

Item Name Parameters		Brief Description of Goods / Item Specification		
	Requirement	Butyl Rubber Gloves		
	Material	The gloves shall be made from Butyl Rubber of compression / injection moulding		
	Scope	The Butyl Rubber Gloves shall be used for protection against NBC contamination/chemical agents when working in the NBC environment.		
Butyl Rubber Gloves	Workmanship and Finish	The Gloves shall be of the wrist type and the cuff sha be straight as per sample. The Gloves shall have smoo surface but serrations at on fingers, thump and pal and embossing of large, medium and small. Both inn and 150 outer surfaces should free from visual defec like patches, blisters, porosity, piles, micro cuts, te level, embedded freezing matter or other physic defects which can be detected at the time of testing. <i>Note: Sealed sample: The sealed sample held in the</i> <i>custody of the authority holding sealed pattern (AHS</i> <i>shall constitute the standard whenever particulars a</i> <i>not noted or defined in this specification</i>		
00703	Marking	Each gloves shall be marked by embossing giving details of size and hard for which it made (left / right)		
	Packing	<ul> <li>of size and hard for which it made (left / right)</li> <li>Packing: The NBC gloves shall be packed in a box as perdetails given in the following paragraphs:</li> <li><u>Unit Packing</u>: One pair of gloves shall be packed in a envelope made of aluminium foil laminate. The packing shall be done by a suitable packing machine in such a way that first air inside the pack is removed by vacuuming, than the pack is filled by nitrogen are finally the pack is heat sealed.</li> <li><u>Multiple Packing</u>: Twenty unit packs shall than he placed in a rectangular polypropalence corrugates box (conforming to peecn. No. DMSRDE/T GS85/329 of adequate size to make a complete pack. The box shall be closed and sealed to the satisfaction.</li> </ul>		

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#### TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

		of the inspecting officer. Before dispatch each		
		complete box shall be legibly and indelibly marked		
		indicating following details:-		
		1. Nomenclature of the store and size.		
		2. Quantity packed in the box.		
		3. Lot and serial number of the box		
		4. Month and year of packing		
		5. Name and trade mark of the manufacture.		
		6. Gross weight of the box in Kg.		
		7. Name and address of the consignee		
		8. Inspection note number and date		
	The NBC glove shall be deemed to bear a warra			
		against workmanship and for other performance for a		
		period of one year from the date of receipt of the store at		
	Warranty BRBNMPL, Salboni, in which manufacturer/ agrees to repair or replace components that			
		materials or workmanship within specified warranty		
		period.		

Item Name	Parameters	Brief Description of Goods / Item Specification
	Requirement	Heavy Duty Hand Gloves
Heavy Duty Hand Gloves	Material	Made of fine leather, flexible
	Size	Medium, large and Extra-large
	Application	Capable to work with hand held machine

Item Name	Parameters	Brief Description of Goods / Item Specification	
	Requirement	Fluorescent Jacket	
	Material	Polyester	
	Size	medium, extra	
Fluorescent Jacket	Туре	Safety vests	
	Reflective Tape	1"/ 2"	
	Features	Easy to wear, Light in weight, Longer life	

Item Name	Parameters	Brief Description of Goods / Item Specification	
	Requirement	Glass Cutter	
	Size	130 MM/ 5 1/8 Inch	
Glass Cutter	Features	Steel wheel with general purpose cutting angle delivers precise scoring clean break out and smooth edges 3 Break off notches for various depths, cut glass up to 3 MM	

Item Name	Parameters	Brief Description of Goods / Item Specification	
	Requirement	Locking "O" Carabineers	
	Strength The strength shall not be less than 15 KN		
	Application	It should be made from high tensile metal for linking the user to protection and bridging the missing gaps strength= 20KN	
Locking "O"	Features	Self-closing	
Carabineers		Manual locking	
		Steel Karabiner	
		Nut locks on gate to prevent jamming or loosening from vibration	
		It shall have 17 MM opening	

Item Name	Parameters	Brief Description of Goods / Item Specification	
	Requirement	Rope Propylene 14 MM 200 Meter	
	Feature	Most commonly used synthetic fiber ropes. Polypropylene ropes are made from high quality polypropylene and are a perfect choice for numerous applications.	
	Material	Polypropylene	
	Construction	Plaited or Twisted	
Rope Propylene	Diameter	14 MM	
14 MM 200 Meter	Weight	90 gms per meter	
Meter	Breaking Load	Min. 29.90 KN	
	Relative Density	Floating 0.91	
	Melting Point	170°C	
	Elongation at Break	Around 18%	
	Abrasion Resistance	Good	
	Certification	To be delivered with Mill Certificate	

Item Name Parameters		Brief Description of Goods / Item Specification	
	Requirement	Rope Karn mantle 12 MM 200 Meter	
Rope Kernmantle 12 MM 200 Meter	Uses	Climbing, caving, hauling, toeing, rescue operations, abseiling, rappelling, evacuation. This static rope is specially designed to optimize strength, durability & flexibility. Its unique kern mantle composition with nylon core and nylon sheath made this rope best for professional use with high tensile strength of 23 kN	
	Material	Nylon	

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Length	200 Meter
Rope Diameter	10.5 MM
Colour	White with black tracer line
Туре	Braided
Strength	23 kN
Weight	Approx. 7.549 KG

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Signature with Seal & date

Note: If any clarification is required, bidders are advised to visit us, with prior permission, to understand our requirement before submitting their quote.

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(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

# **Declaration By Tenderer**

#### <u>COMPLIANCE STATEMENT FOR SUPPLY OF VARIOUS SAFETY ITEMS</u> <u>TECHNICAL</u>:

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Hydraulic Spreader	Yes	
2.	Conformity to standards	As per NFPA 1936 with latest amendment	Yes	
3.	Dimension (L X B X W)	Approx. 900 X 285 X 250 mm (±10%)		Specify by the bidder
4.	Working Pressure	Approx. 700 Bar		Specify by the bidder
5.	Highest Spreading Force	Min. 650 KN		Specify by the bidder
6.	Lowest Spreading Force	Min. 40 KN		Specify by the bidder
7.	Spreading Distance	Min. 300 MM		Specify by the bidder
8.	Pulling Distance	Min. 300 MM		Specify by the bidder
9.	High Pulling Force	Min. 34 KN		Specify by the bidder
10.	Lowest Pulling Force	Min. 27 KN		Specify by the bidder
11.	Weight including battery	Max. 20 KG		Specify by the bidder
12.	Replaceable blade of cutter		Yes	
13.	Type of teeth of blade	Straight	Yes	
14.	Material of blade of cutter	Dropped forged special steel alloy	Yes	
15.	Material of hinges, pin, lever for protection against corrosion	Heat treated tool steel	Yes	
16.	Material of tool body to ensure less weight	High Quality thermoplastic	Yes	
17.	Material of arm spreader	Highly alloy forged light metal	Yes	
18.	Operating Temperature Range	-25°C to +55°C		
19	Type of Battery	Preferably Lithium ion based rechargeable		Specify by the bidder
20	Minimum charging Time of Battery	Max. 120 Minute	·····	
21	Connector to connect the tool to any 220 V Power source		Yes	
			Offered Make:	
22.	М	ake / Model	Model (if any):	Specify by the bidder
			Country of Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	<b>Chipping Hammer</b>	Yes	
2.	Conformity to standards	EPTO / Equivalent International Standards		Specify by the bidder
3.	Protective carrying case designed so as to protect the equipment from damage and for easy handling of equipment during transit	Made of hard durable Plastic	Yes	
4.	Weight of Chipping Hammer	Approx. 30 KG		Specify by the bidder
5.	One pair of flat bit	and pointed bit to be supplied	Yes	
6.	Number of pairs of spare pointed bits to be supplied	At least One		Specify by the bidder
7.	that one bit should be m	ts supplied as spare should be such ore than 28 cm and other should be ore than 41 cm	Yes	
8.	Power Requirement	230V 50Hz, Single Phase	Yes	
9.	Power Rating	Min. 1600 Watt		Specify by the bidder
10.	Chiseling Impact Rate	Min. 800 BPM		Specify by the bidder
11.	Chiseling Impact Force	Min. 45 Joules		Specify by the bidder
12.	Noise Level at 1 Meter Distance	Max. 110 dB		Specify by the bidder
13.	Material of Bit	High tensile steel	Yes	
14.	Availability of activ	ve vibration absorbing system	Yes	
15.	Electric cord with 10/15Amp 3 Pin	Min. length Four Meter		Specify by the bidder
16.	Dust seal to protect equipment		Yes	
17.	Easy to operate On / Off Switch	Yes	Yes	
18.	Μ	lake / Model	Offered Make: Model (if any): Country of Origin	Specify by the bidder

SL. NO.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Rotary Rescue Saw	Yes	
2.	Conformity to standards	EN /DIN / US or Equivalent		Specify by the bidder
3.	Type of Engine	2-stroke petrol driven Engine, Air cooled Engine.	Yes	
4.	Displacement	Min. 60CC		Specify by the bidder
5.	Output Power	Min. 4 HP		Specify by the bidder
6.	Size of Arbor	20 MM		Specify by the bidder
7.	Arbor Size of Blades	Compatible with Machine	Yes	
8.	Diameter of segmented diamond tipped blade supplied with machine	Min. 300 MM (±5%)		Specify by the bidder
9.	Diameter of Abrasive Blade supplied with machine	Min. 300 MM (±5%)		Specify by the bidder
10.	Diameter of Carbide Blade supplied with machine	Min. 300 MM (±5%)		Specify by the bidder
11.	Segmented diamond t	ipped blade to be supplied with machine	Yes	
12.	Carbide Blade to be su	applied with machine	Yes	
13.	Abrasive Blade to be s	supplied with machine	Yes	
14.		ed Blade, Carbide Tip Blade and Abrasive be supplied with machine	Yes	
15.	OEM of machine shou	all be of same make as rotary saw or ld have authorised rship from the manufacturer of blades	Yes	
16.	Cutting Depth	Min. 100 MM (±2 MM)		- Specify by the bidder
17.	Capacity of Fuel Container supplied with machine	Min. 5 Litres		- Specify by the bidder
18.	No load Speed in RPM	Min. 9000		- Specify by the bidder
19.	Maximum Blade speed in RPM	Min. 4290		- Specify by the bidder
20.	Noise Level of machine 1 meter around the equipment while working	Max. 113 dB		Specify by the bidder

21.	Weight of the machine with blade and full tank	Max. 18 KG		Specify by the bidder	
22.	Type of Ignition	Electronic Type	Yes		
23.	Capacity of water container supplied	Min. 10 Litres		Specify by the bidder	
24.		Make / Model	Offered Make: Model (if any): Country of Origin	Specify by the bidder	

SL. NO.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Circular Saw (Electrical)	Yes	
2.	Power Input	1200 Watt		Specify by the bidder
3.	Input Power Supply	230V 50Hz, Single Phase		
4.	Cutting Depth at 90 Degree	66 MM		Specify by the bidder
5.	Cutting Depth at 45 Degree	47 MM		Specify by the bidder
6.	No load speed	5300 RPM		Specify by the bidder
7.	Material of Circular Saw	Alloy / High Speed Steel		
8.	Diameter of Circular Saw	7.25 Inches		Specify by the bidder
9.	Thickness of wheel of Circular Saw	50 MM		Specify by the bidder
10.	Length of Power Cable	Min. 3.5 Meter		Specify by the bidder
11.	Weight	Max. 3.6 KG		Specify by the bidder
12.	Dimension of Wood Cutter (L X W X H)	350 X 100 X 200 (±10%)		Specify by the bidder
13.	Material of Base of Cutter	Alloy Steel	Yes	
14.	Material of Gear Cover	High Quality Plastic	Yes	
15.	Material of Blade Cover	High Quality Plastic	Yes	
16.	Anti-slip handle for good grip	Yes	Yes	
17.	Large front grip of handle	Yes	Yes	
18.	Lock-on button for fatigue free continuous running	Yes	Yes	

1.E N0.050/SAL/FUNZ021-22 dated 05/01/2022				
19.	Lock-off switch to prevent accidental action	Yes	Yes	
20.	High Capacity gear set for less vibration, lower noise & longer life	Yes	Yes	
21.	Replaceable Blade	Yes	Yes	
22.	Adjustable Height	Yes	Yes	
23.	Carbon brush access caps for easy access and quick change	Yes	Yes	
24.	Accessories: Wrench, Hexawrench, Vinyl tube, Tube holder	Yes	Yes	
25.	Sawdust ejection chute to direct sawdust away from operator	Yes	Yes	
26.		Make / Model	Offered Make: Model (if any): Country of Origin	Specify by the bidder

SL. NO.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Fire Suit	Yes	
2.	Scope	Fire Retardant Overall (Dangri) for fire fighting purpose, single piece, dangri style, made From inherently flame resistant fabric suitable for use by fire fighters, exposed to challenging atmosphere of Fire & Heat. Protective suit should be breathable, with smart fitting and capable of providing comfort of movement to the user during fire fighting and similar operation keeping in consideration Indian hot tropical climates.	Yes	
3.	Construction	The Protective FR Overall (Dangri) shall be made from inherently flame retardant fabric having following features:- (i) The fabric used for the fabrication of the protective FR suit shall be of Nomex or Kevlar, inherently flame retardant having permanent heat and flame protection that Cannot be removed or washed out throughout the life of the	Yes	

#### BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022 garment. (ii) The fabric shall be made from a blend of meta aramid and Para aramid yarn with 2-3% anti-static yarn. The presence of Cotton, Wool, Carbon and non Aramid fibers in the blended fabric shall not be acceptable. (iii) The fabric shall be comfortable, breathable for reduced heat stress and ability to wick away moisture (anti sweating). The weight if the fabric should be 220 GSM (Gram per Sqm) with max tolerance of ± 5% The fabric of the FR Overall (iv) (Dangri) shall be of soft comfortable finish, durable and capable of washing as well be colour fast The Protective FR Overall (Dangri) shall 4. Colour Yes be made in Royal Blue Colour. Stitching of the FR Overall (Dangri) shall be stitched with FR aramid 5. Stitching sewing thread to ensure that the seams Yes have strength, elasticity, durability and stability, finish and color fastness. The Protective FR Overall (Dangri) shall be designed as per the following features:-The Garment shall have high i) protective collar with throat guard of height 10 cm Epaulettes (Flap) on each shoulder shall be provided ii) Overall shall be of front opening type having one central concealed heavy duty metal zipper with brass stud. iii) The overall should have full sleeves with single stud cuff fastening to facilitate rolling. iv)FR Overall (Dangri) shall be fabricated to provide five pockets as 6. **Features** Yes following:-1st Pocket – Radio pocket on left chest with Velcro on flap closure 2nd Pocket – Right chest, flap style with Velcro Closure 3rd Pocket – Open Pen Pocket on shoulder 4th & 5th Pocket – Trouser cargo pocket at outer side of knee level (each side) with flap secured with Velcro closure. Elasticized Waistband additionally with loop and button shall be provided for smart Fitting.

	BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED					
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		UMENT FOR SUPPLY OF VARIOUS FIR				
_		T.E No.056/SAL/PUR/2021-22 dated 03/0	01/2022			
		(v) Additional Customization:				
		2" (50mm) wide reflective FR trim shall be provided around arms, waist and Legs. The reflective tape shall be fire retardant, triple trip design (Yellow- silver- yellow) and certified to EN 471 for high visibility (vi) Printing of letter wording i.e. "FIRE" etc to be printed in silver colour at the				
		Back of the FR Coverall (Dangri). The height of the letters shall be 5 inches Wordings of the letters to be provided at the time of Order finalization.				
7.	Size	The sizes to range from small to XXXL size chart to be provided by the vendor along with the Bid Offer Exact sizes shall be intimated at the time of placing order	Yes			
8.	Markings / Stamping	Labeling shall be provided on the garment showing Manufacturer Name, Size, Washing Instruction and EC Type Examination / CE certification for EN ISO 11612 and EN ISO 11611 standards etc.	Yes			
9.	Certification	The finished FR Overall (Dangri) shall be certified to the following International governing standards – (i) EN ISO 11611:2007 (ii) EN ISO 11612:2008 Manufacturer shall provide EC TYPE Examination Certificate from the Accredited International body for the offered garment in support of compliance to the above standard.	Yes			
10.	Testing	Successful vendor shall also submit a sample drawn from the fabric of the FR garment Used for fabrication of FR Protective suit. The sample length of 5 mtr. shall be tested at NABL accredited textile labs in India for compliance and passing the following test parameters – (i) Limited flame spread as per ISO 15025 level A1/A2 (ii) Convection heat as per ISO 9151 level B1 (iii) Radiant Heat as per ISO 6942	Yes			

	BHARA	TIYA RESERVE BANK NOTE MUDR	AN (P) LIMITED	
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		CUMENT FOR SUPPLY OF VARIOUS FIF		EMS
	1	T.E No.056/SAL/PUR/2021-22 dated 03/	01/2022	1
		level C1 (iv) Tensile strength as per ISO 13934-1		
		> 400 Newton		
		(v) Tear strength as per ISO 13937-2 >		
		20 Newton		
		(vi) Limited Flame spread as ISO 15025		
		Pass A2 ( class 2)		
		(vii) Electrical resistance as per EN		
		1149-2 Pass class 2		
		(viii) Impact of spatter drop as per ISO 9150 Pass class 2		
		Each complete suit shall be packed in a		
11.	Packing	good quality aesthetically designed bag	Yes	
	Tucking	with Zipper. Each overall will be packed	100	
		in and individual polythene cover		
		The manufacturer shall be an ISO 9001 :2015 QA firm with after sale service		
	After Sale	support and manufacturing facility in		
12.	Support	India for repair and wash care	Yes	
		servicing for the offered FR		
		Overall(Dangri)		
		The Suit shall carry warranty for a		Specify by
13.	Warranty	period of 02 year from the date of		the bidder
		acceptance of the Material.		
		If the supplier is not a manufacturer of item, they shall submit valid		
		item, they shall submit valid authorization letter From the original		
		manufacturer of their Indian corporate	Yes	
		office along with offer. The		
14	Authorization	Manufacturer or their Indian corporate		
14.	Authorization	office shall have confirmed in writing for		
		availability of all spares and after sales		
		service support for the entire life if the		
		equipment from the date of supply of the above system. Without which the		
		offer shall be rejected.		
			Offered Make:	
			Model (if any)	Specific her
15.		Make / Brand	Model (if any):	Specify by the bidder
			Country of	
			Origin	

SL. NO.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Fire Gel Blanket	Yes	
		Product Code SF-01 description texturized glass fabric heat treated.	Yes	
		Colour Milky White	Yes	
		Weight 450 Gram / Sqm (±10%)		Specify by the bidder
		Thickness 0.50 MM (±10%)		Specify by the bidder
2.	Features	Width 1 Mtr (100cm ) Yarn Thickness (Tex)		Specify by the bidder
		Warp EC 9 33 4*2		
		Weft EC 9 33 18*12		
		Tensile Strength 3544N / 5cm (400Lbs / Inch)		
		Temperature Resistance 550°C		Specify by the bidder
3.	Treatment	This fabric is Silone Treated. After treatment with specially develop finish the fabric will then outperform asbestos (without the environmental hazards) and is a low cost alternative to silica and ceramic fabrics in many high temperature applications especially where its superior tensile strength and abrasion resistance can be exploite.	Yes	
4.	Application	This fabric is suitable for Light Duty protection used as vertical curtain for protection from light welding spatter & metal grinding operations. Also used in residential & industrial safety applications.	Yes	
			Offered Make:	
5.		Make / Brand	Model (if any):	Specify by the bidder
			Country of Origin	

SL. NO.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Rotary Hammer Drill Heavy Duty	Yes	
2.		Optimum drill diameter in concrete: 4mm to 30mm	Yes	
3.	Features	Max. drill diameter in concrete: 30mm		Specify by the bidder
4.		Power Consumption: Max. 900 Watt		Specify by the bidder

#### BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022 5. Impact Rate: max. 0-4000 rpm Yes 6. No load speed: 0-650 rpm Yes Specify by 7. Weight: 2.8 Kg the bidder Min. One (01) year warranty from the date Specify by 9. of acceptance of material the bidder Drilling Capacity: Concrete: 20mm, Wood: Specify by 10. 25mm, Metal: 13mm the bidder Specify by 11. Impact energy: 2-7 Joule the bidder 12. Voltage: 220 -230 V Yes Offered Make: Preferred Make: Bosch / Hilty / Fisher or Model (if any): Specify by 15. Make / Brand Equivalent the bidder Country of Origin\_

SL. NO.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Portable Generator (5 KVA)	Yes	
2.	Rating	5 KVA	Yes	
3.	Phase	Single	Yes	
4.	Frequency	50 Hz	Yes	
5.	Voltage (AC)	230 V (±5%)	Yes	
6.	Voltage (DC)	12 V for Battery charging	Yes	
7.	Engine	4 stroke, Single cylinder engine power: 5.3 at 3000 RPM	Yes	
8.	Displacement	400-450 cc		Specify by the bidder
9.	Starting System	Electric (12V) / Recoil	Yes	
10.	Dimension (L X W X H)	Max. 1160 X 660 X 750mm (+10%)		Specify by the bidder
11.	Cooling	Air Cooled		
12.	Weight	Max. 230 KG		Specify by the bidder
13.	Fuel	Diesel	Yes	
14.	Fuel Tank Capacity	15 Litre		Specify by the bidder
15.	Wheels & Handles		Yes	
16.	Low Oil Pressure Alert		Yes	
17.	PF	0.8 PF		Specify by the bidder
18.	Control Panel	Volt, Hour, Ampere, DC Charging	Yes	

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

	TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS					
_		T.E No.056/SAL/PUR/2021-22 dated 03/01/2	022			
19.	Safeties	Low Lube Oil Protection, Overheat cut out, Overload	Yes			
20.	Standard & Certification	Engine should be certified by ARAI Generator should comply with latest CPCB norms	Yes			
21.		Make / Brand	Offered Make: Model (if any):	Specify by the bidder		
			Country of Origin			

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Mega Phone	Yes	
2.	Power Output	16 Watt rated, 20 Watt Maximum	Yes	
3.	Voice Range	0.40 Km (1Km in quiet area)	Yes	
4.	Power Source	12 Volt DC, 8 X UM-2 Cells	Yes	
5.	Microphone	Unidirectional, with Volume Control & Press to talk switch	Yes	
6.	Dimension	Horn diameter 220mm, length 370mm	Yes	
7.	Make / Brand		Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Tine Sniper	Yes	
2.	Size	Length 300 mm	Yes	
3.	Application	Foe cutting tin sheets of small thickness	Yes	
4.	Feature	Spring divided handles which automatically open the snip hand pinch protectors, Forges carbon steel. Heat treated grand blsdes	Yes	
5.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Rescue Stretcher	Yes	
2.	Unfolded Size of the stretcher (L X W X H)	Min. 2010 X 530 X 130 mm with tolerance of ±2 mm		Specify by the bidder
3.	Material of the stretcher frame	Aluminium / Powder Coated Mild Steel		Specify by the bidder
4.	Material of the support bed of the foldable stretcher	Vinyl Coated Nylon Fabric / Tetron Canvas		Specify by the bidder
5.	wise and shall fold	her shall fold lengthwise and cross flat for compact storage and easy transportation	Yes	
6.	Support bed of the f	oldable stretcher shall be stain and and easy to clean and antifungal	Yes	
7.		hall have aluminium feet to prevent ed from touching the floor	Yes	
8.	-	all have rubber hand grips to keep a grasp on the stretcher	Yes	
9.	Minimum Load carrying capacity of the Foldable stretcher	Min. 160 Kg		Specify by the bidder
10.	Weight of the foldable stretcher	Min. 20 Kg		Specify by the bidder
11.		should have patient restrain strap ing quick release safety buckets	Yes	
12.		isting sling to be provided	Yes	
13.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Full Body Safety Harness	Yes	
2.	Application	It should be use full for safe working on heights & protection against fall. The shoulder and thigh straps should be easily identified by two different colors. It should be fabricated for high shock	Yes	

1.E N0.050/5AL/1 CK/2021-22 dated 05/01/2022					
		absorbing and impact dispersing capacity while working-before, during and after a fall. It should have a specially designed seat strap for optimum comfort. It should have energy absorbing dorsal ID.			
3.	Specification	Its anchor point should be by means of 2 chest attachment triangular-ring and a dorsal attachment triangular-ring. It should have adjustable shoulder and thigh straps.	Yes		
4.	Accessories	If required it should be available with accessories like kinetic energy absorbers, lanyards, karabiners.	Yes		
5.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Chain Saw	Yes	
2.	Standard	EN / DIN / US or Equivalent Standards		Specify by the bidder
3.	Type of Engine	Petrol Driven 2 Stroke Engine	Yes	
4.	Utility	Designed to cut through different building materials like timber, metal sheets, FRP, PVC etc	Yes	
5.	Weight	Max. 8 Kg		Specify by the bidder
6.	Fuel Tank Capacity	700 ml		Specify by the bidder
7.	Ignition System	Electronic with preferably one button start up	Yes	
8.	Engine Displacement	75-85 CC		Specify by the bidder
9.	Power Output	Min. 5.5 HP		Specify by the bidder
10.	Noise Level	Max. 110 dB within 1 Meter		Specify by the bidder
11.	Type of Blade	Carbide tipped blade	Yes	
12.	Cutting Chain	Carbide tipped chain with heavy duty tie straps and tempered rivets	Yes	
13.	Full blade guard with adjustable depth limiter in inches	0-8" ( Min. 1 cm adjustment)	Yes	

Adjustable Depth of cut (in inches)	Min. 6"		Specify by the bidder
Length of guard bar	As per requirement	Yes	
Chain Speed	Min. 25 m/s	Yes	
		Offered Make:	
	Make / Brand	Model (if any):	Specify by the bidder
		Country of Origin	Studer
	of cut (in inches) Length of guard bar	of cut (in inches)Mill. 0Length of guard barAs per requirementChain SpeedMin. 25 m/s	of cut (in inches)     Mill. 0       Length of guard bar     As per requirement     Yes       Chain Speed     Min. 25 m/s     Yes       Make / Brand     Offered Make:     Model (if any):       Country of     Country of

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Smoke Cutter Light	Yes	
2.	Four Lighting Modes	High for a smoke piercing beam: 175 lumens; 405m beam distance; runs 8 hours; 41,000 candela. Low for bright light and longer run time: 60 lumens; 237m beam distance; runs 20 hours; 14,000 candela Flash for signalling: runs 5 hours Moonlight mode provides low- level lighting for battery conservation: runs 15 days.	Yes	
3.	Intrinsically Safe	ATEX-rated for Category 1 (Zone 0) locations. IEC Ex-rated for Group IIC locations. For use in places with an explosive gas atmosphere (other than mines susceptible to firedamp) that is present continually or for longer periods. It has a maximum adverse surface temperature of <135°C.Rated for Category 2G (Zone 1) explosive gas Group IIB locations. For use in places with an explosive gas atmosphere (other than mines susceptible to firedamp) that is likely to occur in normal operation occasionally. It has a maximum adverse surface temperature of 135°C.	Yes	
4.	Low Profile Design	This feature was requested by fire-fighters to minimize the chances of catching on snags. The body is just 35mm deep.	Yes	
5.	Gloved Hands not a problem	A large button on top gives access to high and low intensity modes, emergency flash and moonlight mode	Yes	
6.	Smoke Cutter Technology	Insert able black or amber plugs allow you to customize the beam pattern to suit your personal preference. The black plug reduces peripheral light for an extra tight beam. The amber plug reduces peripheral light and glare. Get the traditional focused Survivor beam without use of either plug.	Yes	

		A RESERVE BANK NOTE MUDRAN (P) L	IMITED	
		holly owned subsidiary of Reserve Bank of India) alboni, Dist. Midnapore (W), West Bengal, Pin Co	do 701130	
		IENT FOR SUPPLY OF VARIOUS FIRE AND S		
		T.E No.056/SAL/PUR/2021-22 dated 03/01/2022		
		With an Ingress Protection rating of IPX6 it is		
		more than rain proof. This is designed for fire-		
_		fighters.		
7.	Waterproof	What is IPX6? Water projected in powerful jets	Yes	
		(12.5 mm nozzle) against the enclosure from		
		any direction shall have no harmful effects.		
-		The C4 LEDs have a minimum life of 50,000	W	
8.	Unbreakable LEDS	hours.	Yes	
		Electronics ensure that current is increased as		
•	Regulated Intensity	battery voltage drops so that the power to the	Yes	
9.		LED and the light output remains as constant		
		as possible over the runtime.		
		Impact resistance tested from 2 meters. Tested		
10	It's Made To Take	against powerful water jets. Unbreakable		
10.	The Hard Knocks You Cannot Avoid	polycarbonate lens and high impact super	Yes	
	Tou Califiot Avoiu	tough nylon body		
4.4		To ensure that you always have sufficient		
11.	Hangs Forward	peripheral illumination to aid in navigation.	Yes	
			Offered Make:	
12.		Make / Brand	Model (if any):	Specify by the bidder
			Country of	
			Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Safety Helmet	Yes	
2.	Standard	ISI: 2925 of 1984		
3.	Shell Material	High Density Polyethylene (HDPE)	Yes	
4.	Head Band	Adjustable and detachable head band with nape	Yes	
5.	Strap Material	low density polyethylene (LDPE)	Yes	
6.	Adjustable Chin Strap	Nylon chinstrap and ratchet type head band	Yes	
7.	Slot Fix Design	provision for easy clip on accessories like face shields Ear muffs	Yes	
8.	Colour	Yellow	Yes	
9.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Safety Goggles	Yes	
2.	Colour	Grey / Blue	Yes	
3.	Material	light weight & safe to wear with impact resistant plastic	Yes	
4.	Provision	Adjustable according to the size of the head, loose enough to pass the sweat	Yes	
5.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Corded Earplug	Yes	
2.	Material	made of soft eco-friendly fiber material, corded	Yes	
3.	Provision	with a lace or same type of other arrangement to keep units of both the ear together	Yes	
4.	Application	To prevent entry of dust & loud sound in the ear BIS specification	Yes	
		Material coming into contact with body shall not cause irritation	Yes	
		It shall be resistant to skin oil, hair oil and ear wax	Yes	
5.	Miscellaneous	Ear protector shall be made of material which is capable of being cleaned and sterilized	Yes	
		Ear plug should be elastic to the ear canal	Yes	
		Ear plug should be made so that no deleterious changes occur between - 25°C and +55°C	Yes	
			Offered Make:	
6.		Make / Brand	Model (if any): Country of	Specify by the bidder
			Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Dust Mask	Yes	
2.	Size	4"	Yes	
3.	Material	The cloth used for fabricating dust mask should be able to prevent entry of dust	Yes	
4.	Provision	Having two elastic straps to fasten above & below the ear to prevent the dust	Yes	
5.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Gloves Sterile Latex Medium	Yes	
2.	Size	Medium	Yes	
3.	Material	Natural Rubber latex, single use disposable powder free sterilized sealed packs should meet emergency medical glove requirements of NFPA 1999 slandered on protective clothing for emergency medical operations, 1997 edition	Yes	
4.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Nose Mask	Yes	
2.	Construction	Nose mask shall be provided with oxygen supplied tubing fabricated from latex free material with suitable female end connection.	Yes	
3.	Strap	This should have elastic strip to fix over nose.	Yes	
4.	Miscellaneous	The nose mask should also be provided with exhale port on either side.	Yes	

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS

# T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

	Offered Make:	
5.	Make / Brand Model (if any):	Specify by the bidder
	Country of Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Safety Cones	Yes	
2.	Construction	The traffic cones should make by suitable & durable plastic, the base of which should be heavy rectangle to provide standalone stability with conical body of height not less than 2 ft.	Yes	
3.	Colour	It should paint with orange fluorescent paint with retro reflective strip of 1 to 2 inch width around the conical body at suitable height.	Yes	
4.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Cordoning Tape 100 Meter Rolls	Yes	
2.	Length of Roll	100 Meter / Roll	Yes	
3.	Certification	Relevant test certificate shall be provided from Govt. approved laboratory or from the manufacturer along with their offer.	Yes	
4.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Kit Carrying Bag	Yes	
2.	Material	Synthetic Heavy Corduroy water proof	Yes	
3.	Dimension	20" X 15" X 15"	Yes	

	BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132					
	TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022					
4.		Side pouches with individual plastic zippers, additional compartment on top	Yes			
5.	Construction	Inside upper cover divided with multiple straps for holding instruments, bottles, medicine kits upright	Yes			
6.	- Construction	Lower compartment divided in to three one of 14"and other 6"subdivided into two	Yes			
7.		Two sides carry handles as well adjustable shoulder straps, base of bag having rubber castors / rests to avoid contact with ground	Yes			
8	3 Make / Brand		Offered Make: Model (if any): Country of Origin	Specify by the bidder		

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Butyl Rubber Gloves	Yes	
2.	Material	The gloves shall be made from Butyl Rubber of compression / injection moulding	Yes	
3.	Scope	The Butyl Rubber Gloves shall be used for protection against NBC contamination/chemical agents when working in the NBC environment.	Yes	
4.	Workmanship and Finish	The Gloves shall be of the wrist type and the cuff shall be straight as per sample. The Gloves shall have smooth surface but serrations at on fingers, thump and palm and embossing of large, medium and small. Both inner and 150 outer surfaces should free from visual defects like patches, blisters, porosity, piles, micro cuts, tear level, embedded freezing matter or other physical defects which can be detected at the time of testing.	Yes	
5.	Marking	Each gloves shall be marked by embossing giving details of size and hard for which it made (left / right)	Yes	
6.	Packing	Packing: The NBC gloves shall be packed in a box as per details given in the following paragraphs: <u>Unit Packing</u> : One pair of gloves shall be packed in an envelope made of	Yes	

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T E No 056/S AL/PLIR/2021-22 dated 03/01/2022

	T.E No.056/SAL/PUR/2021-22 dated 03/01/2022				
		<ul> <li>aluminium foil laminate. The packing shall be done by a suitable packing machine in such a way that first air inside the pack is removed by vacuuming, than the pack is filled by nitrogen and finally the pack is heat sealed.</li> <li>Multiple Packing: Twenty unit packs shall than be placed in a rectangular polypropalence corrugated box (conforming to peecn. No. DMSRDE/T &amp; GS85/329 of adequate size to make a complete pack). The box shall than be closed and sealed to the satisfaction of the inspecting officer. Before dispatch each complete box shall be legibly and indelibly marked indicating following details:-The box shall be legibly and indelibly marked indicating following details:</li> <li>Nomenclature of the store and size.</li> <li>Quantity packed in the box.</li> <li>Lot and serial number of the box 4. Month and year of packing</li> <li>Name and trade mark of the manufacture.</li> <li>Gross weight of the box in Kg.</li> <li>Name and address of the consignee 8. Inspection note number and date</li> </ul>			
7.	Warranty	The NBC glove shall be deemed to bear a warranty against workmanship and for other performance for a period of one year from the date of receipt of the store at consignee's depot	Yes		
8.		Make / Brand	Offered Make: Model (if any): Country of Origin	Specify by bidder	the

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Heavy Duty Hand Gloves	Yes	
2.	Material	Made of fine leather, flexible	Yes	
3.	Size	Medium, large and Extra-large	Yes	
4.	Application	Capable to work with hand held machine	Yes	
5.		Make / Brand	Offered Make:  Model (if any):	Specify by the bidder

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Country of	
Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Fluorescent Jacket	Yes	
2.	Material	Polyester	Yes	
3.	Size	medium, extra	Yes	
4.	Reflective Tape	1"/ 2"	Yes	
5.	Features	Easy to wear, Light in weight, Longer life	Yes	
			Offered Make:	
6.		Make / Brand	Model (if any):	Specify by the bidder
			Country of Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Glass Cutter	Yes	
2.	Size	130 MM/5 1/8 Inch	Yes	
3.	Features	Steel wheel with general purpose cutting angle delivers precise scoring clean break out and smooth edges 3 Break off notches for various	Yes	
4.	3 Break off notches for various depths, cut glass up to 3 MM Make / Brand		Offered Make: Model (if any): Country of Origin	Specify by the bidder

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Locking "O"Carabineers	Yes	
2.	Strength	The strength shall not be less than 15 KN	Yes	
3.	Application	It should be made from high tensile metal for linking the user to protection and bridging the missing gaps strength= 20KN	Yes	
4.	Features	Self-closing	Yes	

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

	Manual locking	Yes	
	Steel Karabiner	Yes	
	Nut locks on gate to prevent jamming or loosening from vibration	Yes	
	It shall have 17 MM opening	Yes	
		Offered Make:	
5.	Make / Brand	Model (if any):	Specify by the bidder
		Country of Origin	

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Rope Propylene 14 MM 200 Meter	Yes	
2.	Feature	Most commonly used synthetic fiber ropes. Polypropylene ropes are made from high quality polypropylene and are a perfect choice for numerous applications.	Yes	
3.	Material	Polypropylene	Yes	
4.	Construction	Plaited or Twisted		Specify by the bidder
5.	Diameter	14 MM		
6.	Weight	Approx. 90 gms per meter		
7.	Breaking Load	Min. 29.90 KN		Specify by the bidder
8.	Relative Density	Floating 0.91		Specify by the bidder
9.	Melting Point	170°C		Specify by the bidder
10.	Elongation at Break	Around 18%		Specify by the bidder
11.	Abrasion Resistance	Good	Yes	
12.	Certification	Delivered with Mill Certificate	Yes	
13.	Make / Brand		Offered Make: Model (if any): Country of Origin	Specify by the bidder

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Sl. No.	Parameter	Minimum requirement as per tender	Offered by Bidder	Remarks
1.	Requirement	Rope Karn mantle 12 MM 200 Meter	Yes	
2.	Uses	Climbing, caving, hauling, toeing, rescue operations, abseiling, rappelling, evacuation. This static rope is specially designed to optimize strength, durability & flexibility. Its unique kern mantle composition with nylon core and nylon sheath made this rope best for professional use with high tensile strength of 23 KN	Yes	
3.	Material	Nylon	Yes	
4.	Length	200 Meter	Yes	
5.	. Rope Diameter 10.5 MM		Yes	
6.	Colour	White with black tracer line	Yes	
7.	Туре	Braided	Yes	
8.	Strength	23 KN	Yes	
9.	Weight	Approx. 7.549 KG	Yes	
10.	Make / Brand		Offered Make: Model (if any): Country of Origin	Specify by the bidder

Note: Bidders to quote for same make as offered above and in Section-IX: Price Scheduled. Deviation occurred if any, the bid will be liable for rejection.

Signature of the Authorized Signatory & Stamp:

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### B. COMMERCIAL

Sl. No	Parameters	Specifications	Offered by Bidder	Deviations, if any
1.	SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS	We confirm that on being successful in the tender we would <b>Supply all</b> <b>VARIOUS FIRE AND SAFETY</b> <b>ITEMS exactly as per</b> Technical Specifications (Section-VII) and all other terms and Conditions of the Tender.	Accepted	
2.	Performance Security Clause order value as per GoI O.M.9	as mentioned in tender (3% of the total /4/2020 dated 12/11/2020)	Accepted	
3.	our Holding Company for part of being successful in the ten Bank Guarantee for the amoun <b>Annexure</b> $- 6$ in addition to Sl. No. 2 above.	e taken support of Financial Standing from ticipating in the Tender, then in the event der our Holding Company shall submit a nt as in Sl. No. 2 above and in format as <b>in</b> Performance Security submitted by us in	Accepted	
4.	Delivery Terms (including Pre in tender.	e-dispatch inspection Clause) as mentioned	Accepted	
5.	Payment terms as mentioned i	n tender.	Accepted	
6.	Validity of offer 120 days fro	m date of opening of tender.	Accepted	
7.		mitted <b>Price Bid (part-II) in Separate</b> ribed format of this tender with no s.	Accepted	
8.	Liquidated Damage Clause as	mentioned in tender	Accepted	
9.	GIT (Section II), GCC (Section counter conditions is liable for	-	Accepted	
10.	Acceptance of GST Clause of Tenderers (SIT) as referred as	Section III of Special Instructions to gainst GIT Clause 12.8.	Accepted	
11.	untrue documents in the tende	lse declaration and submission of any er, our offer will be liable for rejection ed to appropriate actions as per tender	Accepted	
12.	We understand that Not Quot offered in Part –I is liable for	ing for same Make and specification as rejection.	Accepted	
13.		BNMPL is not bound to accept the lowest e against your above-referred tender.	Accepted	
14.	We will abide by all the safety	y and security norms of BRBNMPL.	Accepted	

#### Signature of the Authorized Signatory & Stamp:

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### MANDATORY DETAILS:

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

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

Name Signature with date

(

(

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Seal

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

# Section VIII: Quality Control Requirements

Material supplied 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.

Supplier may be asked to resubmit the materials, if it is not found as per the specifications, supplied materials will be rejected and no payment will be made for the rejected materials.

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 **TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS** T.E No.056/SAL/PUR/2021-22 dated 03/01/2022 Section IX: Qualification/ Eligibility Criteria

#### I. Experience & Past Performance:

a) The prospective bidder should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.

b) (i) **For Schedule I**: Bidder should have manufactured and/or supplied at least 30% quantity tendered item or Similar Fire or Safety items during any one year in last five years ending 31/03/2021.

(ii) **For Schedule II:** Bidder should have manufactured and/or supplied at least 30% quantity of tendered item or Similar Fire or Safety items during any one year in last five years ending 31/03/2021.

[Documentary proof –copies of POs executed / work completion certificate/invoice for the above qualifying criterion should be submitted duly signed by authorized signatory of your company]

c) 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: "Similar item" means any kind of Fire or Safety items, etc.

**Note for I** : Photo copies 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.

#### II. Financial Criteria:

- a) <u>For Schedule I</u>: Average Annual turnover of the Bidder firm during last three financial years ending 31/03/2020 should be more than <u>Rupees 1.75 Lakhs.</u>
- b) **For Schedule II:** Average Annual turnover of the Bidder firm during last three financial years ending 31/03/2020 should be more than **Rupees 0.26 Lakhs.**
- c) <u>For both the Schedules of Schedule I & II</u>: Average Annual turnover of the Bidder firm during last three financial years ending 31/03/2020 should be more than <u>Rupees 2.02 Lakhs</u> if quoted for all the Schedules for Schedule I & II.

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 31/03/2020 along with copy of Acknowledgement.

d) 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 31/03/2020. Relaxation on financial strength for Class-I and II Local Suppliers may also be considered as per para 10 (a) and (b) of revised Make in India Order.

**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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

- i. However, the bidder is **required to qualify in all other criteria** like experience, past performance and capacity/capability as specified in the tender.
- ii. Credentials of the partners of Joint ventures cannot (**repeat cannot**) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
- iii. To avail Financial Support of the Holding / Parent Company an Undertaking is to be submitted from the Holding / Parent Company, on the letter head of the Holding Company, as per the format given in the **Annexure 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:** Following documents are required to be submitted along with the bid as part of the Pre-Qualification Criteria (Section IX of tender).

- a) The bidders will be required to submit a self-certified statement of their turnover & net worth and details to be filled as per table no.1 of "**Bidders Credentials Annexure-A**".
- b) The bidders are also required to submit the **self-certified** Income Tax Return (IT) copies of Financial Years 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement.
- 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. <u>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</u>.

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. If bidder is not a manufacturer, bidder shall submit valid Authorized Dealership / Distributorship Certificate of Original Equipment Manufacturer (OEM), for which they have quoted for.

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

- i. Their Principal Manufacturer/OEM meets all the criteria above without exemption.
- ii. The Principal Manufacturer/OEM furnishes a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of Tender document) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer;
- iii. The Bidder himself should have been associated, as authorized Dealer/Distributor/ Representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31/03/2020.
- iv. Either the Principal Manufacturer/OEM or its authorized dealer/ distributor/representative can bid but both cannot bid simultaneously in the same tender.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

#### VIII. As a special case for Existing Successful Past Suppliers:

In case the bidder who is a successful past supplier of BRBNMPL of the goods 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 him in such recent past. The bidder has to provide successful completion certificate in supply of the above.

#### IX. Other requirements:

- a) "Bidders Credentials" to be submitted as per Annexure -A
- b) The tenderer shall enclose a declaration regarding their <u>blacklisting / debarment, if any</u>, 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) Duly stamped & signed of Annexure -F: Model Clauses for Tenders
- g) <u>Declaration Regarding Restrictions on Procurement from a Bidder of a Country</u> which shares a Land Border with India as per Annexure –G
- h) **Declaration & Undertaking** by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable).
- i) The bidder should have valid PAN, GST registration copies and to be submitted the same.
- j) Filled in Section VII: Compliance statement Techno- Commercial.
- k) Filled in Section XII: Questionnaire.
- 1) 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 your offer duly signed by authorized signatory of your company. 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 <u>Section IX: Qualification/ Eligibility Criteria</u> 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]

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

### Section X: Tender Form

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

Date .....

To Bharatiya Reserve Bank Note Mudran (P) Limited Salboni, Dist- Midnapore (West) Pin- 721 132, West Bengal

#### Ref: <u>Tender No 056/SAL/PUR/2021-22 dated 03/01/2022 for Supply of Various Fire and Safety</u> <u>Items</u>

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. \_\_\_\_\_, dated \_\_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver ...... (description of goods and services) in conformity with your above referred document for the sum <u>as submitted in the financial bid</u>, attached herewith and made part of this tender.

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

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

We agree to keep our tender valid for acceptance for a period 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

(Authorized Signatory of the bidder firm with date)

(Name and designation)

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

# Section XI: Price Schedule

From

M/s.....

То

The General Manager,

BRBNMPL, Salboni - 721 132 Dear Sir.

#### Sub: Price bid for SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS

Ref: Your Tender No 056/SAL/PUR/2021-22, dated 03/01/2022

We have received and understood the above tender enquiry and are pleased to submit our price bid as under:

#### Freight / **Total Price** GST rate **Grand Total Price** Basic Delivery & **Description of Items** (Rs.) @.....(%) (F.O.R. General Price inclusive of Schedule As per detailed specifications attached in Section -Total Qty. Insurance (F.O.R. BRBNMPL on column D. Stores, BRBNMPL Packing Charges / No VII reqd. Charges / per Stores, Salboni GST amount Salboni per unit (Rs.) unit (Rs.) (Excluding Tax)(Rs.) (Rs.) (All Inclusive)(Rs.) $D = [A \times (B+C)]$ F = (D + E)B С Ε Α **Supply of Hydraulic Spreader** Make: 01 No. Model: HSN Code: **Supply of Chipping Hammer** Make: 01 No. Model: HSN Code:

Name: .....

(Authorised Signatory of the bidder firm with date)

Contd.....2

(All figures in INR)

Date

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Schedule No	Description of Items [As per detailed specifications attached in Section – VII]	Total Qty. reqd. A	Basic Price inclusive of Packing Charges/per unit (Rs.) B	Freight/ Delivery & Insurance Charges/per unit (Rs.) C	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.) D = [A x (B+C)]	GST rate @(%) on column D. GST amount (Rs.) E	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.) F = (D + E)
	Supply of Rotary Rescue Saw						
	Make: Model: HSN Code:	01 No.					
	Supply of Circular Saw (Electrical) Make: Model: HSN Code:	01 No.					
Ι	Supply of Fire Suit Make: Model: HSN Code:	06 Nos.					
	Supply of Fire Gel Blanket Make: Model: HSN Code:	02 Nos.					
	Supply of Rotary Hammer Drill Make: Model: HSN Code:	01 No.					

(Authorised Signatory of the bidder firm with date)

)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Schedule No	Description of Items [As per detailed specifications attached in Section – VII]	Total Qty. reqd.	Basic Price inclusive of Packing Charges / per unit (Rs.)	Freight/ Delivery & Insurance Charges/per unit (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.)	GST rate @(%) on column D. GST amount (Rs.)	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.)
		Α	В	C	$D = [A \times (B+C)]$	E	$\mathbf{F} = (\mathbf{D} + \mathbf{E})$
	Supply of Portable Generator (5 KVA) Make: Model: HSN Code:	01 No.					
	Supply of Mega Phone Make: Model: HSN Code:	01 No.					
	Supply of Tine Sniper Make: Model: HSN Code:	02 Nos.					
	Supply of Rescue Stretcher Make: Model: HSN Code:	03 Nos.					

Name: .....

(Authorised Signatory of the bidder firm with date)

)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Schedule No	Description of Items [ <mark>As per detailed specifications attached in Section -</mark> <mark>VII</mark> ]	Total Qty. reqd.	Basic Price inclusive of Packing Charges / per unit (Rs.)	Freight / Delivery & Insurance Charges / per unit (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.)	GST rate @(%) on column D. GST amount (Rs.)	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.)	
		Α	В	C	D = [A x (B+C)]	E	$\mathbf{F} = (\mathbf{D} + \mathbf{E})$	
	Supply of Full Body Safety Harness							
	Make:	02						
	Model:	Nos.						
	HSN Code:							
	Supply of Chain Saw							
т	Make:	01						
1	Model:	No.						
	HSN Code:							
	Supply of Smoke Cutter Light							
	Make:	04						
	Model:	Nos.						
	HSN Code:							
	Total Price for Schedule-I							
	Total Price for Schedule I in words. (Rupees:)							

Name: ..... (Authorised Signatory of the bidder firm with date)

Contd.....5

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Schedule No	Description of Items [As per detailed specifications attached in Section – VII]	Total Qty. reqd.	Basic Price inclusive of Packing Charges/per unit (Rs.)	Freight/ Delivery & Insurance Charges/per unit (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.)	GST rate @(%) on column D. GST amount (Rs.)	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.)
		Α	В	С	$D = [A \times (B+C)]$	Е	$\mathbf{F} = (\mathbf{D} + \mathbf{E})$
	Supply of Safety Helmet Make:						
	Model:	12 Nos.					
	HSN Code:						
	Supply of Safety Goggle						
	Make:	12					
	Model:	Nos.					
II	HSN Code:						
11	Supply of Ear Plug						
	Make:	12					
	Model:	Nos.					
	HSN Code:						
	Supply of Dusk Mask						
	Make:	12					
	Model:	Nos.					
	HSN Code:						

(

Name: .....

(Authorised Signatory of the bidder firm with date)

)

Contd.....6

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Schedule No	Description of Items [ <mark>As per detailed specifications attached in Section –</mark> <mark>VII</mark> ]	Total Qty. reqd. A	Basic Price inclusive of Packing Charges/ per unit (Rs.) B	Freight/ Delivery & Insurance Charges/per unit (Rs.) C	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.) D = [A x (B+C)]	GST rate @(%) on column D. GST amount (Rs.) E	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.) F = (D + E)
	Supply of Gloves Sterile Latex Medium						
	Make:	12					
	Model:	Pair					
	HSN Code:						
	Supply of Nose Mask						
	Make:	12					
	Model:	Nos.					
	HSN Code:						
	Supply of Safety Cones						
II	Make:	12					
	Model:	Nos.					
	HSN Code:						
	Supply of Cordoning Tape 100 MTR Roll						
	Make:	04					
	Model:	Nos.					
	HSN Code:						
	Supply of Kit Carrying Bags						
	Make:	02					
	Model:	Nos.					
	HSN Code:						

Contd.....7

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Schedule No	Description of Items [As per detailed specifications attached in Section – VII]	Total Qty. reqd. A	Basic Price inclusive of Packing Charges / per unit (Rs.) B	Freight / Delivery & Insurance Charges / per unit (Rs.) C	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.) D = [A x (B+C)]	GST rate @(%) on column D. GST amount (Rs.) E	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.) F = (D + E)
	Supply of Butyl Rubber Gloves	1	D				
	Make: Model: HSN Code:	06 Pair					
П	Supply of Heavy Duty Hand Gloves Make: Model: HSN Code:	06 Pair					
11	Supply of Fluorescent Jacket Make: Model: HSN Code:	06 Nos.					
	Supply of Glass Cutter Make: Model: HSN Code:	02 Nos.					

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Schedule No	Description of Items [As per detailed specifications attached in Section – VII]	Total Qty. reqd.	Basic Price inclusive of Packing Charges / per unit (Rs.)	Freight / Delivery & Insurance Charges / per unit (Rs.)	Total Price (Rs.) (F.O.R. BRBNMPL Stores, Salboni (Excluding Tax)(Rs.)	GST rate @(%) on column D. GST amount (Rs.)	Grand Total Price (F.O.R. General Stores, BRBNMPL Salboni (All Inclusive)(Rs.)	
		Α	В	C	$D = [A \times (B+C)]$	Е	$\mathbf{F} = (\mathbf{D} + \mathbf{E})$	
	Supply of Locking "O"Carbineers Make: Model: HSN Code:	10 Nos.						
II	Supply of Rope Propylene 14 MM 200 MTR Make: Model: HSN Code:	01 No.						
	Supply of Rope Kernmantle 12 MM 200 MTR Make: Model: HSN Code:	01 No.						
	Total Value for Schedule- II							
	Grand Total Price for Schedule I + II in Rs							
	Grand Total Price for Schedule I + II in words. (Rupees:)							

#### (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Note:

- 1. Tender Enquiry shall be finalized on Schedule wise lowest (L-1) bidder quoted price basis and as per Tender Terms & conditions for the above mentioned items.
- 2. Price should be quoted exactly as per the format given above. Multiple rates for single item, would lead to rejection of offer.
- 3. Price bids with conditions /Counter conditions are liable for rejection.
- 4. 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.
- 5. Bidders are advised to sign on all the pages of the Price Bid.
- 6. Bidders are required to quote the price within 2 decimal places. Price quoted with more than 2 decimal places will be rounded off to 2 decimal places for evaluation.
- 7. We confirm that, the price quoted will be valid till the completion of entire quantity and also confirm that, the rates quoted is inclusive of taxes as applicable and will remain firm & binding, no escalation on above on any account shall be admissible during the currency period of contract except for changes in statutory payments, for which documentary proof should be attached for claiming escalation, if any.
- 8. It is understood that, purchase preference will be given to the participating bidders registered under MSE's/ Start-ups (whether MSEs or otherwise)/Class-I Local Suppliers as per **SIT provision for GIT clause No. 35.2** & **35.3** given under Section III: Special Instructions to Tenderers (SIT).
- 9. Unloading of items at General Stores shall be done by BRBNMPL.
- 10. Bidders to ensure that the offered make quoted in Section-VII: Compliance Statements is same as quoted in Price Schedule; any deviation in quoted make will be liable for rejection of the bid.

Thanking you, Yours faithfully,

( ) Name:..... (Authorised Signatory of the bidder firm with date)

(Seal)

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

## 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 and 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	120 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: <b>MSE's-2012/Class-I Local Supplier MII-2017</b> 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 the present BRBNMPL and/or the Directorate of Industries of the concerned State Government for the goods quoted?	YES / NO

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

b	If, <b>YES</b> indicate the <b>date upto which you are registered</b> with <b>Registration Number</b> (Copy of registration to be enclosed)	
с	If, <b>YES</b> whether there is any <b>monetary limit</b> 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.	Wename 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

(Authorized Signatory of the bidder firm with date)	
Name of Authorised Signatory:	

Designation: .....

Address: .....

Duly authorized to sign tender for and on behalf of

M/s .....

Stamp of the tendering firm

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

\*\*\*\*\*

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# Annexure-A

# **Bidders'** 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 Authorised 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 ( <b>Please tick</b> )
a.	2017-18				
b.	2018-19				
c.	2019-20				
Avg.	Annual				
Turn	over->				
Requ	uired	For all the			
Aver	age Annual	Schedule Rs.2.02			
Turn	over ->	Lakhs			
		For Schedule 'I'			
		Rs.1.75 Lakhs			
		For Schedule 'II'			
		Rs.0.26 Lakhs			

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)

SI. No	Description of Work	Locatio n 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 Complet ion	Quantity of Contract Complete d	Remark s
a.									
b.									
c.									
			Total->						

Note:

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

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#### 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	
с.	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) Annexure -F Model Clauses for Tenders
- f) Annexure -G Declaration Regarding Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India
- g) Undertaking as per Annexure-5
- h) Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable)
- i) Filled in Section VII: Compliance statement Techno-commercial.
- j) Filled in Section XII: Questionnaire.
- k) An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT.
- 1) Authorised 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.

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# 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 black	klisted / debarred
by	from	(date) to	(date)
in the past 5 years. We further c	confirm that we do	not stand blacklisted/d	ebarred 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 maintenance 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)

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# Annexure-C

<b>GST Registration detail</b>
--------------------------------

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	<ul> <li>(i) REGULAR</li> <li>(ii) COMPOSITION</li> <li>(iii) CONSUMER</li> <li>(iv) UNREGISTERED</li> </ul>
PARTY TYPE	<ul> <li>(i) DEEMED EXPORT</li> <li>(ii) SEZ</li> <li>(iii) NOT APPLICABLE (N.A)</li> </ul>
Is an e-COMMERCE OPERATOR (YES/NO)	YES/NO

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

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#### Annexure-D

No.

#### NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

#### Model Mandate Form

(Customer's option to receive payments through Credit Clearing Mechanism) Name of the Scheme and the periodicity of payment

1 Investor / Customer's Name 2 Particulars of Bank account Name of the Bank А В Name of the branch Address Telephone No Whether Bank branch is NEFT enabled С Code number of the bank and branch appearing on the MICR Cheque issued by the bank D Type of the account (SB, Current or Cash Credit) Ledger and Ledger Folio number Ε 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) Date of effect 3

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

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### ANNEXURE-E

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

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

To,

The General Manager

BRBNMPL, SALBONI.

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, Salboni.

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: Signatu	ıre:

Date: \_\_\_\_\_\_ Name: \_\_\_\_\_\_

Designation: \_\_\_\_\_

Authorized Signatories

Seal

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### Annexure-F: Model Clauses for Tenders

- 1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3. "Tender" will include other forms of procurement, except where the context requires otherwise.
- 4. "Bidder from a country which shares a land border with India" means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 5. The beneficial owner for the purpose of 4 above will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
    - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
    - c) 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;
    - d) 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;
    - e) 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;
    - f) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - 6. An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.
  - 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 4 above.
  - 8. A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting". However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

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#### Annexure-G

# (To be submitted on the Bidder's Company's Letterhead) <u>DECLARATION REGARDING RESTRICTIONS ON PROCUREMENT FROM A</u> <u>BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u>

To, The General Manager

BRBNMPL, Salboni.

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

Ref: Tender no. \_\_\_\_\_

Dear Sir,

I/We declare that

[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 that M/s ......(Name of Bidder) is not from such a country or, if from such a country or 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)

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#### 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.

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- 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.

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

17. For more clarity in this regard, following table is furnished: -

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- 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**.

#### BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED (Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### 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.
- 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.

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#### 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%

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

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

\* 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): -

#### Page 107 of 117

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

- 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 charted accountant (in respect of suppliers other than companies) giving the percentage of local content.

#### 6. False declarations (para 9 (f) & (g) of DPIIT order),

False declarations will be breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which bidder or its successors can be debarred for up to two years as per

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### 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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### 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)	<ul> <li>Micro</li> <li>Small Scale</li> <li>Start-up Company</li> <li>Class-I Local Supplier</li> <li>Others</li> </ul>
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)	<ul> <li>Manufacturer for supply items</li> <li>Service Provider for services</li> <li>Trader/dealer/reseller/distributor/ authorized agent</li> <li>Non MSE Bidder</li> </ul>
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be</i> <i>submitted</i> (Please tick mark the appropriate box)	<ul> <li>Yes</li> <li>No</li> <li>If yes, whether</li> <li>SC</li> <li>ST</li> </ul>
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid</i> <i>documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<ul><li>Yes</li><li>No</li></ul>
6	Are your registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<ul> <li>No</li> <li>Yes</li> <li>If yes, whether</li> <li>RXIL A-Treds M1Xchange</li> <li>(Tick agency with whom you are registered along with Regn No.)</li> <li>Regn No</li> </ul>
7	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<ul><li>Yes</li><li>No</li></ul>
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)	<ul> <li>MSE</li> <li>Class-I Local Supplier</li> </ul>
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.	<ul> <li>Yes, Local Content %</li> <li>Not applicable for this tender</li> </ul>

**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.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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)

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

#### 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, Note Mudran Nagar, Salboni – 721132.

Name / Number of Tender/Contract: \_\_\_\_\_\_ Performance Bank Guarantee No.: \_\_\_\_\_ Performance Bank Guarantee Value: \_\_\_\_\_ Performance Bank Guarantee Validity: \_\_\_\_\_

WHEREAS,		_ ("Bi	<i>dder"),</i> t	he wl	vholly owned subsidiary of our					
constituent	("	'Holdin	g Comp	any")	has sub	mittee	d its offer in a	respo	nse to y	your
Notice Inviting	Tender	bearir	ig no.			dated		_for	supply	of
			and	has b	een seleo	ted b	y you as the '	'succe	ssful bid	lder'.
Subsequently,	you	have	issued	а	letter	of	engagement	be	aring	no.
		_dated		tot	he Bidde	r.				

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.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

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

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Annexure - 7

#### ON THE LETTER HEAD OF THE HOLDING COMPANY

Ref. :-\_\_\_\_\_

Date:\_\_\_\_\_

To, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni – 721132.

Dear Sir,

# Undertaking to provide financial support to our wholly owned subsidiary

We,	_ agree to provide financial support to our
wholly owned subsidiary,	( <i>"Bidder"</i> ), who is
participating in the tender floated by you bearing	no for the supply of
("Te	nder").

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.

(Wholly owned subsidiary of Reserve Bank of India) RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS T.E No.056/SAL/PUR/2021-22 dated 03/01/2022

Check List for Tenderers		
Please ensure that		
	The First sealed cover (Part I) should contain :-	
	a) All the pages of tender document duly sealed/signed.	
	b) Signed copies of Section II - GIT & Section IV GCC	
	c) Proforma of (Section X: Tender Form) is completely Filled & signed.	
	<ul> <li>d) Section VII-Compliance statement for Technical Specifications to be signed, stamped and submitted.</li> </ul>	
1	e) Section VIII - Quality Control Requirements to be filled & signed.	
	<ul> <li>f) Documents in support of Qualification/Eligibility criteria (Section IX), Section XII: Questionnaire &amp; Section XIV – Manufacturer's Authorization certificate.</li> </ul>	
	g) NEFT mandate form to be duly, filled, signed, sealed & submitted.	
	h) Enclose all Annexures from Annexure A to G & Annexures 1-7 as applicable.	
	i) Copies of Professional Tax, GST, PAN No. etc. to be submitted.	
	j) Price Indication in this Part-I is liable for rejection.	
	The Second sealed cover should contain :-	
2	Price bid as per Section - XI, Price schedule to be submitted in a second sealed cover	
	superscribed as TE-056/SAL/PUR/2021-22 dated 03/01/2022, Tender for SUPPLY OF	
	VARIOUS FIRE AND SAFETY ITEMS.	
3.	All the above-mentioned two sealed covers are put in a Separate sealed cover	
	superscribed "Tender for SUPPLY OF VARIOUS FIRE AND SAFETY ITEMS" against	
	TE-056/SAL/PUR/2021-22, dated 03/01/2022, due on 28/01/2022 and submitted.	
	(Note: Tenderer should clearly mention their Name, Address and Contact Nos. on this Sealed	
	Cover.)	
4	All Correspondences should be addressed to:	
	The General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd,	
	PO: RBNML,	
	Salboni – 721 132 Dist: Midnapore (West)	
	West Bengal	

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

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