

SAL/FF/PUR/F/01/08

OPEN e-TENDER ENQUIRY (OTE)/NATIONAL COMPETITIVE BIDDING (NCB)

Standard Bidding Document (SBD)

e-TENDER ENQUIRY No. 013/SAL/MMD-MAINT/2023-24

(Procurement of Goods and Services)

Not Transferable

Website: www.brbnmpl.co.in

Email: salbonipress@brbnmpl.co.in

To be downloaded from website www.mstcecommerce.com



MSTC Event No. BRBNMPL/SALBONI PRESS/MMD/18/23-24/ET/20 [SITC OF 272 KW ROOFTOP SOLAR]

BNM No.: / (S) 07.07.05/TE-013/2023-24	Last Date & Time for submission of tender:	05/12/2023 up to 11.30 AM
Dated: 02/11/2023	Tender Opening Date & Time:	05/12/2023 at 11.31 AM
Cost of Tender form: NIL Transaction fee for e-tender to be paid by bidder to MSTC	Earnest Money Deposit (EMD): Rs. 3,50,000/- (Exempted for MSEs & Startup bidders but need to submit Bid Security Declaration form as per Annexure – E)	

Security Classification: Non-Security

e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI

This tender document contains 131 pages

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

M/s. _____ Address _____

Name: P. K. Biswal Designation: General Manager E-mail: pkbiswal@brbnmpl.co.in	Name: Amitav Mishra Designation: Deputy General Manager E-mail: amishra@brbnmpl.co.in
Phone: 03227-280212, 280213; FAX: 03227- 280222, 280744	
Note: All Official correspondences related to above tender are to be address to the head of unit along with tender reference No. as follows	
The Chief General Manager Bharatiya Reserve Bank Note Mudran Private Limited P.O. RBNML - 721132, Salboni, Dist. Paschim Medinipur, West Bengal Email: salbonipress@brbnmpl.co.in	

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BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED <i>(Wholly owned subsidiary of Reserve Bank of India)</i> RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023		
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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

e-Tender Enquiry No. 013/SAL/MMD-MAINT/2023-24

DATE: 02/11/2023

e-tenders are invited from eligible and qualified tenderers meeting Qualification Criteria (Section IX) for supply of the following goods: -

Brief Description of Goods / Services	Quantity (with unit)	Earnest Money in (₹)
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI [As per List of Requirements in Section VI & as per detailed specifications in Section VII, Section VIII, Section IX: Price Schedule]	1 Lot As per BOQ	Rs. 3,50,000/- (Exempted bidders are required to submit Bid security declaration as per Annexure: E)

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.)	Two Bid System (Part-I Techno-commercial bid and Part-II Financial/Price Bid)
Date of Sale of e-Tender Document	From 02/11/2023 till closing date www.mstcecommerce.com
Price of the e-Tender Document	NIL; For MSTC, refer www.mstcecommerce.com
Place of Sale of e-Tender Document	To be downloaded from website www.mstcecommerce.com
Closing date and time for receipt of e-Tenders	05/12/2023 at 11:30 hours
Place of receipt of e-Tenders	The Bids are to be submitted online at www.mstcecommerce.com/eproc
Time and date of opening of e-Tenders	05/12/2023 at 11:31 hours
Place of opening of e-Tenders	Online at www.mstcecommerce.com
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Not applicable – to be submitted online mode

2. Tenderers are required to register themselves online with www.mstcecommerce.com. They may obtain further information about the tender from the office issuing the tender or visit our website www.brbnmpl.co.in.

3. Earnest Money Deposit (EMD) may be furnished through following modes of payment: -
- 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.
 - 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	PO-RBNML, Salboni-721132, Dist.-West Midnapore, West Bengal
Bankers Name & Branch Address	State Bank of India, Note Press Branch, Salboni, PO-RBNML, PIN-721132, Dist. -West Midnapore, West Bengal
Account Type and Number	Cash Credit / 11678747799
IFSC Code /MICR Number	IFSC Code: SBIN0003558 / 721002804

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



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

4. **Process of E-tender / Guidelines for filling:**

A. Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption type digital signature certificate.

Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eproc

- (i) Vendors are required to register themselves online at <https://www.mstcecommerce.com/eproc> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.
- (ii) Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.
- (iii) The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

In case of any clarification, please contact BRBNMPL/MSTC, **(at least 07 days prior to the scheduled opening of the e-tender)**.

Contact Persons (BRBNMPL):

(i) Mr. Amitav Mishra, DGM
Phone: 03227-280212, Extn:4075
E-mail: amishra@brbnmpl.co.in

(ii) Mr. P. K. Biswal, GM
Phone: 03227-280496
E-mail: pkbiswal@brbnmpl.co.in

Contact Persons (MSTC):

(i) Mr. K Kranthi Kumar
Asst. Manager (ERO)
Mobile: 9174009882
E-mail: kkkumar@mstcindia.co.in

(ii) Mr. Sabyasachi Mukherjee
Manager (ERO)
Mobile: 7278030407
E-mail: smukherjee@mstcindia.co.in

For Technical Assistance: 033 23400020, 033 23400021, 033 23400022

B. System Requirement:

- d) Operating System –Windows 7 and above
- e) Web Browser- Preferred 'IE 8' and above.
- f) Security Settings:
 - (i) Tools=>Internet Options=>Security=>Disable protected Mode If enabled-i.e., Remove the tick from the box mentioning "Enable Protected Mode".
 - (ii) Tools => Internet Options => Security =>Custom Level=>
 - Active X control & plug-ins: Enable all Active-X Controls
 - Scripting: Enable "Allow Status Bar Update Via Script"
 - Disable "Use Pop-up Blocker"
- g) Java: JRE 8 Latest update
- h) Other Settings:
 - (i) View => Toolbars=> "Tick" Status Bar.

(ii) Tools=>Internet Options=> General=> Click on Settings under “Browsing history/Delete Browsing History” => Temporary Internet Files=>Activate “Every time I Visit the Webpage”.

- i) For new Version of IE or other “Active -X Filtering” under Tools should not be ticked.
- j) Tools =>Internet Options=> Security=> Selected Trusted Sites=> Add Website <http://www.mstcecommerce.com>.

C. Type of Tender

- (i) Part I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- (ii) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by BRBNMPL. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

D. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

E. Special Note towards Transaction fee:

The vendors shall pay the transaction fee (non - refundable) to MSTC using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; Transaction Fee deposited from or by debiting any other party's account will not be accepted. Transaction Fee is non - refundable.

In case of failure to access the payment towards Transaction Fee for any reason, the vendor, in term, will not have the access to online e-tender.

F. In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and BRBNMPL will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Bank Draft / Banker's Cheque / Pay Order etc. well in advance and upload the scanned copy of the same.

Vendors are instructed to use Upload Documents link in my menu to upload documents in document library. Multiple documents can be uploaded.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance, please follow instructions of vendor guide.

G. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by BRBNMPL. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e., Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

H. (i) Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said

tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.

- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from website. Please see website www.mstcecommerce.com/eproc of MSTC Ltd.

I. E-tender cannot be accessed after the due date and time mentioned in NIT.

J. Bidding in e-tender:

- (i) Bidder(s) need to submit necessary EMD/ EMD declaration on letter head, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non-refundable. No interest will be paid on EMD. EMD if submitted of the unsuccessful bidder(s) will be refunded by BRBNMPL.
- (ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- (iii) The bidder(s) can submit their Bid through internet in MSTC Website www.mstcecommerce.com/eproc
- (iv) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save / submit his bid.
- (v) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid and price bid have been saved, the bidder can click on the "Submit" button to register their bid.
- (vi) The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
- a) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- c) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- d) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.
- e) It is mandatory that all the bids are submitted with digital signature certificate as otherwise the same will not be accepted by the system.
- f) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- g) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.

- K.** Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
5. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eproc of MSTC Ltd.
6. **The bidders must upload all the documents duly stamped and signed**, complete in all respects as per instructions contained in the Tender Documents. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. **In case any document is not uploaded, the bid is liable to be rejected.**
7. Bids must be uploaded on the MSTC Website www.mstcecommerce.com/eproc till the deadline for submission. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
8. 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.
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 overall Lowest (L1) quoted bidder from eligible bidders as per Section XI.
10. 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.
11. 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.
12. BRBNMPL reserves the right to grant benefits to eligible bidders under various Government Policies/directives (policies relating to Make in India; MSME; Start-ups etc.)
13. **Relaxations, exemptions and other conditions as per Micro and Small Enterprises (MSEs) Order 2012; Public Procurement (Preference to Make India) Order 2017:**
- The tenderers who are currently registered and shall continue to remain registered during the tender validity period with Central Purchase Organization (CPO) or as a Micro and Small Enterprise (MSE) as defined under MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) 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 shall be given for depositing Security Deposit (SD) to any MSE or Start-up firms.
- Bidders are advised to refer to the following for relaxations, exemptions and other conditions with regard to Public Procurement Policy: -
- **Annexure-1:** Salient Features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'; Conditions for Micro and Small Enterprises (MSEs)
 - **Annexure-2:** Conditions for Start-Up Companies
 - **Annexure-3:** Salient Features of Revised 'Public Procurement (Preference to Make in India) Order, 2017'

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

14. Product Reservation/Purchase Preference shall be given to MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 along with amendments, if any, notified by Govt. of India. **(NOT APPLICABLE FOR THIS TENDER)**
15. Purchase preference shall be given to Local Suppliers as per Public Procurement (Preference to Make in India) Order, 2017 along with amendments, if any, notified by Govt. of India. **(NOT APPLICABLE FOR THIS TENDER)**

16. Details of IEMs for this tender are furnished below: -

Name : /
Address : (Not applicable for this tender)
Email : /

17. **Bank charges:** Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form, EMD and performance security to be borne by the bidder/supplier only.
18. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof and without incurring any liability, whatsoever to the affected tenderer or tenderers.
19. 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.
20. 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 Pre-Qualification Criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, bidder's tender will be rejected.
21. 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.
22. At the discretion of BRBNMPL, 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.
23. A Tender is also liable for rejection in the following circumstances:
 - **Non-submission of EMD or "Bid Security Declaration" in lieu of EMD in the Company Letterhead as per Annexure - E.**
 - **Does not fulfil minimum pre-qualification criteria as per the Tender Documents**
 - **Submits the tender late i.e., after due date and time**
 - **Unsolicited bids (applicable for Limited Tender Enquiry only)**
 - **Stipulates the validity period less than what is stated in the Tender Documents**
 - **Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable**

- **Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.**
 - **Does not submit bid in the prescribed format making it impossible to evaluate the bid**
 - **Indulges in tampering of tender documents**
 - **Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria**
 - **Bidders who have been black listed /debarred by BRBNMPL or any PSU or any Government Department and stands black listed /debarred as on tender opening date are not eligible to participate in this tender**
24. No counter conditions shall be accepted against the tender enquiry.
25. Offers submitted not in line with the above guidelines shall be liable for rejection.
26. Self-certified copies (with seal of firm) of this **Tender document, corrigendum, if any,** along with other **documents mentioned in the tender** are to be submitted along with the Bid.
27. **Bidders have to sign and seal and write Page Nos. on each page of the tender document submitted.**
28. 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

Sd/-

General Manager - MMD

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)
RBNML (PO), Salboni - 721 132
Phone: 03227 – 280176

IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

- 1. Validity of Tender:** The quoted rates shall be valid for a period of **120 days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, bidder, without prejudice to any other right or remedy will be liable for suspension for time period as specified in **Annexure - E: Bid Security Declaration**.
- 2. Estimated Value:** The Estimated value for the work is **174.5 Lakh approximately** (Rupees One Hundred Seventy Four Lakh Fifty Thousand only) inclusive of GST
- 3. Quoted Price:** The Contractor has to quote his most competitive price considering all the factors involved in the 'Supply, Installation, Testing & Commissioning of 272KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL, Salboni' and the price shall be all inclusive except GST, which shall be shown separately at the prevailing rate. The Price shall be firm & binding. No escalation on above on any account shall be admissible during the currency of contract period, except for the GST for which documentary proof should be attached for claiming escalation, if any.
Quoted price should be based on the scope of work, GST & all other charges including appropriate insurance charges, overheads for the work as mentioned in the Scope of work (Section VII). The bidders shall take into account all the above mentioned factors before submitting their offers.
The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion, charges incurred for laboratory tests of material and specimen and arranging for fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the BRBNMPL. The rates quoted shall be deemed to be for the finishing work to be measured at site. The bidder shall take in to account all the above mentioned factors before submitting their offers.
- 4. Price Variation:** The price should be firm for the contract period and there shall be no variation/escalation on any account except statutory taxes. Any upward/downward revision in statutory taxes shall be considered at actual, subject to production of documentary evidence. Rate of GST included in the Price should be specified. Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same will have to be borne by the supplier.
- 5. Pre-Bid Visit / Clarification of Bidders:** The bidders shall visit the site and shall have clear understanding about scope of work, volume of work, requirement of materials, requirement of skill levels of workforce etc. and any doubt/clarification may be cleared/done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained at later stage.
The Bidder, at the Bidder's own responsibility and risk is encouraged to visit the site and its surroundings to examine and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense.
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 10 days prior to date of opening of the tender.
- 6. Product Catalogue/Brochures:** Catalogue giving the complete technical details of the product offered should be enclosed along with the tender documents without fail.
- 7. Authorization Certificate:** Tenderer have to submit Authorization/Dealership Certificate from Distributor/Manufacturer along with the bid, else offer is liable to be rejected.
- 8. Pre-Dispatch Inspection:** 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.

- 9. Delivery / Time Schedule:** The entire work under your scope shall have to be completed within **180 Days** (including weekly off and holidays) from the date of issue of LOI/NOA. However, BRBNMPL reserves the right to terminate the contract at any point of time without any financial compensation or assigning any reason thereof.
- 10. Bid Security / Earnest Money Deposit (EMD):** Your sealed tender/quotation should be accompanied with an Earnest Money Deposit (EMD). An EMD of **Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only)** is payable in the same way as mentioned for Tender fee. However, the exempted bidder is required to submit "Bid Security Declaration" on company Letter Head as per Annexure-E. [Please refer GIT Clause no. 18 under section-II].
- In case EMD is not submitted along with Tender (Techno-Commercial Bid), the offer is liable for rejection.
 - The EMD amount of unsuccessful bidder shall be returned without any interest upon finalization of the tender.
- 11. Security Deposit/Performance Bond:** Within **twenty-one days** after the issue of notification of award of Contract by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal **to 10% of the Total Contract Value by way** of DD/BG, valid up to Sixty days after date of completion of all contractual obligations i.e. 5 Years (Warranty) from the issue of Completion Certificate. (Please refer GCC Clause 16 under Section IV.). Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for suspension for time period as specified in Annexure - E: Bid Security Declaration.
Alternatively, it may be noted that no interest shall be paid while returning the Security Deposit.
- 12. Payment Terms:** **No advance Payment shall be made along with the Order.**
- 70% of material value shall be made after receipt and acceptance of 100% material and certification by Maintenance Division of BRBNMPL.**
 - Balance 30% of material value and 100% of installation and commissioning charges shall be made within 30 days of commissioning.**
 - The contractor shall be responsible for supply of any other item required to accomplish the work even if it's not stated in the BOQ.** The quantity of items such as junction box, anchor fasteners, screws, bolts and nuts, cable glands and lugs etc. may vary from the items prescribed in BOQ. Any increase in quantity for BOQ items or any item to be supplied other than BOQ, the contractor has to obtain prior approval from BRBNMPL. If the quantity is less than that of mentioned in the BOQ, the payment shall be made at actuals.
 - 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 for immediate e-payment. Bidder has to furnish the price-break-up including the tax components.
 - Any increase/decrease in Statutory rates after opening the tender will be paid at actuals against documentary evidence. Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same will have to be borne by the supplier.
- 13. Liquidated damages (LD) for Supply:**
If the supplier fails to deliver & install any or all of the goods/services within the time frame(s) [Delivery Schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price/services of the delayed goods [Value of quantity for which delivery delayed] for each week of delay or part thereof until actual delivery subjected to maximum deduction of 10%.

[Please refer GCC Clause 24 Section -IV]. The company's decision on the amount deducted and other matters will be final and binding on the contractor.

- 14. Recovery & Rectification of work:** In case contractor fails to attend the same as per defect liability period clause above within a week or as applicable from the date of intimation, it will be got rectified by the owner through another agency & money spent thus shall be recovered from the Contractor. If the work is not completed in all respect or delayed beyond reasonable time or Contractor discontinues the work abruptly, then BRBNMPL reserves right to get the remaining work / uncompleted work done through any other agencies at the risk and cost of the Contractor. In such case, the pending claims and Security Deposit of the Contractor shall be forfeited.

15. Warranty / Defects Liability Period (DLP):

Warranty/Defect Liability period against each item mentioned respectively (in the table below) from the date of final acceptance Certificate. The contractor shall be liable to replace /repair any defect within the warranty /defect liability period free of cost to the BRBNMPL.

1	Solar Modules	<p>The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures for a period not less than Ten (10) years from the date of acceptance of the system.</p> <p>Manufacturer's Warranty should cover Defects and/or failures due to manufacturing and due to quality of materials including non-conformity to specifications due to faulty manufacturing and/or inspection processes.</p> <p>If the solar Module(s) fails to conform to this warranty after installation, the manufacturer shall repair or replace the solar module(s) at the BRBNMPL discretion</p>
2	Solar Modules	<p>Linear Power Warranty must be provided with:</p> <p>First year degradation not exceeding 2% of the rated capacity.</p> <p>Yearly degradation from 2nd year onwards, not exceeding 0.55% of the rated capacity. Power warranted at end of 27th year must not be lesser than 83.7% of rated capacity.</p>
3	Inverter	<p>The contractor shall be legally bound to provide a performance guarantee ensuring that the equipment shall be fully functional with desired output for 60 months from the date of commissioning.</p> <p>Consequently, irrespective of the manufacturer's guarantee to supplier, the Inverter shall be guaranteed for a minimum period of ten years. This warranty shall not be limited only for Inverter but shall also include all associated accessories, instrumentation, and control.</p> <p>Contractor shall provide 99% uptime warranty for 10 years</p> <p>Inverter warranty must be assigned to the BRBNMPL within 15 days from commissioning of the project.</p>
4	PV Array Installation	Structural- 25 + Years
5	All other components	1 Year

- 16. Approved makes:** For all BOQ items, from the list of approved makes or equivalent, the bidders should quote **any one make and model only** for each item. Supplier shall provide authorization letters from OEM. **The materials supplied and work executed shall**

comply with relevant I.S. Standard and I.E. Rules. BRBNMPL shall have the right to reject any materials and workmanship, if it is found not in conformity with specification, approved brand and terms and conditions.

- Latest revision of all applicable IE codes, regulations shall govern the Supply, installation, testing and commissioning of this work even when the requirement of the specification is less stringent than the codes, regulations and standards. In the event of requirement of the specification exceeds the corresponding codes, regulations or standards, the specification shall govern.
- Certificate for module from IEC or equivalent to be submitted as part of the bid offer.

17. Training: The contractor shall provide training for a period of Two weeks to the BRBNMPL Staff, who are maintaining Electrical Installations, on how to operate and maintain the solar panel system, including how to monitor its performance, and troubleshoot any issues that may arise and also conduct on site periodic refresher training during the period of DLP.

18. Co-ordinating Authority: The officer/(s) authorized by Deputy General Manager (Maint.)/ Asst. General Manager (Utility) shall be the coordinating officer/(s). The Contractor has to perform the works in close coordination and direction of such authority.

19. Option Clause: The BRBNMPL may reserve the right to increase or decrease the BOQ quantity either at the time of issuing of work order or at any time, during the execution of work depending on the Site requirement by giving reasonable notice period and the payment will be made pro rata basis as per price offered by the contractor in the Price Schedule (Section – XI) in this tender.

20. Repeat Order Quantity: BRBNMPL reserves the right to procure additional 50% of the order quantity within 06 months from the date of last supply by placing repeat order against the previous order with same rate and terms and conditions.

21. The Technical (Part I) tenders will be opened at 11.45 hrs on date as mentioned in Section-I in the presence of available tenderers or their authorized representatives. Subsequently vendors who have qualified in techno-commercial bid shall be intimated of the opening of the Price Bid. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

22. Tender Evaluation:

- i) The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & the **Tender will be finalized on Overall Lowest (L1) bidder**. Not Quoting in All the Parts of Price Bid is liable for rejection. However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) Quoted price should be in words and figures. In case Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature.

- iv) In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation. All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

23. Statutory requirements:

- a) The Contractor will have to scrupulously follow all prevailing statutory regulations and shall be responsible to fulfil all the obligation under various Labour enactments, such as Contract labour (Regulation & Abolition) Act, 1970, Minimum Wages act; Payment of wages act.; payment of Bonus Act : Payment of Gratuity Act.; ESI Act, Employees Provident fund and Miscellaneous Provision Act, Workman's compensation Act etc., and indemnify the BRBNMPL (Bharatiya Reserve Bank Note Mudran Private Limited, Salboni.) from any claim whatsoever arising on account of their failure to comply with the regulations and terms as set out herein. The BRBNMPL, as a principal employer, shall enforce the provisions of these Acts.
- b) The Contractor will decide the number of workers to be engaged for execution of work and will alone be entitled to dictate such workers about the manner of the execution without any interference or instructions or intervention whatsoever of the BRBNMPL. The BRBNMPL will not have any connection with workers engaged by contractor nor any of its officials will supervise, dictate to the workers the manner of execution/completion of the job/work. BRBNMPL have privy of contract with Contractor only and will give instructions to Contractor and will have nothing to do or not concerned with the condition of employment of the workers as engaged by and working for the Contractor. However, due to obvious security reasons, you must ensure that the staff deployed by you must adhere to all rules and regulations and security restrictions as prescribed by the BRBNMPL from time to time. The Contractor shall make necessary arrangement for the insurance coverage of the workers during working hours at his own cost.
- c) The Contractor is bound to pay minimum wages as per the notification of central Govt / State Govt, whichever is higher to the contract labours deployed at our site under the contract. The Contractor has to provide all statutory welfare measures for their workers.
- d) Submission of authentic documents in time is the prime responsibility of the bidder. In case of ambiguity or incomplete documents pertaining to bid submitted, bidder may be given only one opportunity with a fixed deadline after bid opening to provide complete and unambiguous documents in support of meeting the Qualification Criteria. In case the bidder fails to submit any document or submit incomplete documents within the given time, the bidder's tender will be rejected.
- e) 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.

24. Incompletion/Discontinuation of work: If the work is not completed in all aspects or delayed beyond reasonable time or contractor discontinues the work abruptly, then BRBNMPL reserves the rights to get the remaining work/uncompleted work done through any other agencies at the risk and cost of the contractor. In such cases, the pending claims and Security Deposit of the contractor shall be forfeited.

25. Accommodation: BRBNMPL may provide residential accommodation subject to availability to the contractor at a prescribed rent & other charges fixed by BRBNMPL for use as accommodation for their staff. This shall be provided on specific request of the contractor and shall be allotted as per the standard norms / rules framed by BRBNMPL to allot such accommodation to the contractor. In this event, the contractor must always be in a position that

whenever any directive for vacating the said premise is issued, he shall, without raising any objection, peacefully vacate the same.

- 26. Man power deployment:** Contractor shall have to deploy skilled / qualified personnel to carry out the works. Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith including their safety.

Contractor shall be responsible for any damage that may be caused to the existing system due to (i) Lack of knowledge, (ii) Wrong operation, (iii) Mishandling, (iv) Sabotage etc. In such cases, you shall be responsible for compensating any damage/accident to men / material during execution of work as per prevailing labour rules.

27. Safety & Security Measures:

- a) The Contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- b) The Contractor will be required to take "Workmen Compensation Insurance' Policy for all his workmen engaged for the said job.
- c) It shall be the sole responsibility of the contractor to ensure safety of all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- e) BRBNMPL is a security organization and the Govt. of West Bengal has declared the premise as Prohibited Area. Hence, the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate Passes.

Sl. No.	Name of Person	Father name	Age	Present Address	Identification Mark	Signature of the Individual

- f) Contractor must ensure that the number of technicians/labourers or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which Gate Pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- g) While applying for pass, contractor must enclose copy of address proof (Voters ID card or Ration card or Driving License or Passport, etc.) for all the workers for which gate pass has been requested.

- h) Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.
- i) The contractor shall ensure that he /his sub-contractor and his, or their personnel or representative shall comply with all safety regulations issued from time to time by the company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

28. Safety & Insurance: The contractor will insure all his employees against injury/death while on duty and shall indemnify BRBNMPL against any claim arising out of any accident, injury or death during the course of their duty. BRBNMPL holds no liabilities in case of any accident or death during working in our system. The contractor shall take the following insurance policies for the work. Insurance policies shall be taken to cover all kinds of risks. The duration of the policies shall be from the schedule date of start of work till virtual completion of work, in the joint names of the BRBNMPL and the contractor.

- Storage, installation, testing and commissioning policy.
- Coverage of all contract workers under ESIC or in case, ESIC is not implemented in the area or in case of excluded employees under ESIC or non-applicability of ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the maximum compensation liability as per provisions of Employees' Compensation Act, 1923.
- Third party liability policy / Contractor's All Risk Policy for a total of minimum Rs.10 lakhs and with a limit of minimum Rs.2 lakh per accident.
- Fire Insurance

If the above policies are not submitted by the contractor, BRBNMPL reserves the right to take the above insurance policies and recover the cost of insurance along with the administrative charges from the contractor.

29. Safety Clauses:

1. Contractor shall follow all the safety rules and regulations followed by BRBNMPL, Salboni and always work with proper work permit/LOTO permit from the concerned departments.
2. Contractor should comply with the statutory requirements applicable as per The West Bengal Factories Rules, 1958 & The Factories Act, 1948 etc. as amended up to date.
3. Contractor should provide & ensure use of mandatory Personal Protective Equipment (PPE) wherever applicable like Safety Helmet & safety shoes and also other job specific PPEs and safety appliances as per standard PPE Matrix during the execution of the work. Standard of PPEs should be Indian Standard or equivalent.
4. All tools, tackles and measuring instruments which are to be used by the contractor should be tested/ calibrated by competent person/ institution.
5. Contractor should be fully responsible for delay of job due to non-compliances of safety as mentioned above.
6. Non-conformity of safety by Contractor shall be treated as an offence and penalty may be decided by the authority.

30. Inspection of Site:

The contractor has been given an opportunity before or at the time of the awarding of the work to him of making an inspection of the site to set right any doubts he may have about the difficulties in attending his offer and any difficulties which may be met by him in the course of the execution to the work and shall neither relieve him from fulfilling the terms & conditions

nor entitle him to claim extra payment or an extension of the period stipulated of the completion of the work, except where it will be agreed by the Company Authorized Engineer that such difficulties could not have been foreseen.

- a) The contractor shall prepare detailed and shop drawings and any other data required.
- b) All the material supplied by the contractor shall be of best quality. The Contractor shall at his own cost arrange for and / or carry out any test of materials which the company's authorized Engineer may require.
- c) The contractor at the request of the company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the company's authorized Engineer, is unsuitable or incompetent or who had been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the company, in writing.

31. Defective Work / Materials:

BRBNMPL shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect.

If the work done by the contractor or any part thereof shall be found defective in the workmanship or by reason of bad or inferior materials used then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner.

The company may, if necessary, at the cost and risk of the contractor, temporarily stop all other activities by the contractor in connection with the work until such time as the defective work has been rebuild or replaced on the contractor's cost. In case of default on the part of the contractor to remove defective work and rebuild or replace the same without any delay and in manner satisfactory to the company, the company shall be entitled to employ another contractor or its own workman to carry out the removal and rebuilding and replacing. The expenses incurred shall be recovered from the payment of bill.

32. Responsibility Against Damage Caused:

The Contractor shall be responsible for any damage caused to the existing system due to (a) Act of Negligence, (b) Wrong Operation (c) Mishandling by his employees (d) Misinterpretation of instruction due to lack of knowledge/expertise/willful misguidance etc., The contractor has to pay the entire amount/charges for the repair/replacement which is limited to maximum of the contract value.

33. Removal of Material:

On the determination of the Agreement as referred to in Clause, the contractor shall, at his own risk and cost, remove all other materials, equipment and tools from site within 7 days. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove with in time prescribed as aforesaid, the company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the contractor, should company incur any loss in respect of the sale, it shall be entitled to recover same from the contractor.

34. Defects after completion:

In case Contractor fails to attend/replace/modify/rectify any parts/defects as per warranty/defects liability claim within a week from date of intimation, it shall be got rectified by owner through another agency and sum spent thus shall be recovered from the contractor. If the work is not completed in all respect or delayed beyond reasonable time or contractor discontinues the works abruptly, then BRBNMPL reserves the right to get the remaining work/uncompleted work done through any other agency at the risk and cost of contractor. In such case the pending claims and security deposit of the contractor shall be forfeited.

35. Cancellation:

The Company shall at any and at all times during the period stipulated for the work, has a right forthwith to cancel this agreement by giving written notice thereof to the contractor. In such case the contractor shall be paid for parts of work which has been executed by him up to the cancellation.

36. Water and Electricity:

The Company will provide Water and Electricity for carrying out the above work. However, necessary arrangement has to be made by the contractor for collection of the same.

a) Inspection of Work: Inspection will be made periodically during the progress of the work by the Authorized Engineer of the company and all work performed must be of acceptable quality of which the said Engineer will be the sole judge.

b) Supervision: The contractor shall during the work in progress, employ whole time, one or more competent and technically sound English speaking supervisor acceptable to the company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work. Any directions, explanations, instructions or notices in connection with the work given by the company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

37. Cleanliness:

The Contractor is required to ensure complete cleanliness at the site. Debris and residue generated during the day's work should be disposed of at a place outside the premises and Land (Property) of BRBNMPL Salboni, immediately to the satisfaction of BRBNMPL.

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

39. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.

40. If the tenderer is registered under NSIC, New Delhi/MSME they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under NSIC, New Delhi/MSME. Tenderer registered with NSIC/MSME are eligible for exemption of only EMD. **As regarding SD, the tenderer who are registered with NSIC/MSME should submit an undertaking for payment of SD in case they become L1 firm in bid process and this undertaking letter should be attached to the Techno-commercial bid-Part-I.**

41. Copies of Certificates / Documents related to GST Registration, PAN etc., to be provided along with the Techno-commercial bid-Part-I.

42. A tenderer should quote the tender in figures as well as in word rate(s). The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The rates and total amounts should be rounded off to nearest Rupee value. In case of discrepancy between the rates in words and figures, the rate quoted by the tenderer in words shall be taken as correct.

43. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favour of signatory to the documents.

- 44.** The use of whitener / eraser in this tender is prohibited. If any correction becomes necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
- 45.** All terms & conditions of this NIT shall be treated as part & parcel of the contract.
- 46.** Self-certified copies (with seal of firm) of Tender document, corrigendum, if any along with documents mentioned in the tender are to be provided along with the Bid.
- 47.** No counter conditions shall be accepted.
- 48.** Bidders to write Page no. / Pages on each page of the tender documents submitted.

Yours faithfully,
For & on behalf of BRBNMPL,

(P K Biswal)
General Manager

Bharatiya Reserve Bank Note Mudran Private Limited,
(Wholly owned Subsidiary of Reserve Bank of India)
P.O. RBNML - 721132, Salboni, Dist. Paschim Medinipur, West Bengal
Phone: 03227-280212, 280213; Extn: 4090 FAX: 03227- 280222, 280744
Email : pkbiswal@brbnmpl.co.in

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

Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

1.3 These tender documents have been issued for the requirements mentioned in Section - VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.

1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/SCC would prevail.

1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and BRBNMPL, shall be written in English or Hindi language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

3. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents. Please refer to Section IX: Qualification / Eligibility Criteria.

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in Section III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced or manufactured or from where the related services are arranged and supplied.

5. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and / or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. BRBNMPL will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender document includes: -

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

19. Section XIX: Proforma of Bills for Payments
20. Section XX: Proforma for Pre Contract Integrity Pact

6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and /

or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

7.1 At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments to it.

7.2 Such an amendment will be uploaded in the website and notified in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/amendment to Technical specifications / techno-commercial conditions in two-bid tenders.

9. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax / e-mail / telex. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

10.1 The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:

a. Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.

b. Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

c. Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).

d. Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money and

e. Questionnaire as per Section XII.

f. Manufacturer's Authorization Form (ref Section XIV, if applicable)

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

10.2 A tender, that does not fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

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

12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes

already paid or payable on the components and raw material used in the manufacture or assembly of the goods

quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.

b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.

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

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

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

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

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

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

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

12.7 Additional information and instruction on Duties and Taxes:

For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), if the Tenderer desires to ask for Goods and services Tax, Customs duty or any other similar duties and taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Goods and Services Tax

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

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

c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the

supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Goods and Services Tax...contd...

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

12.10 Goods and Services Tax...contd...

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

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

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

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

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

"We hereby declare that additional input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

12.11 Duties, taxes and other levies of Local bodies

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

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

12.12 Duties / Taxes on Raw Materials

BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

Above mentioned Taxes and Duties are not leviable on imported goods (goods of foreign origin offered from abroad) and hence would not be reimbursed.

12.14 Customs Duty:

In respect of imported goods of foreign origin offered from abroad, the tenderer shall specify the rate as well as the

total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

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

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

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

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

13. Authorized Dealer/Distributor/Representative

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

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

Note

(i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/ distributor/ representative can bid but both cannot bid simultaneously in the same tender.

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

(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 pre-qualification criteria without exemption.

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

14. Firm Price / Variable Price

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

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

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

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

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

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

17. Documents establishing Goods' Conformity to Tender document

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

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

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

18. Earnest Money Deposit (EMD)

18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements.

The earnest money is required to protect BRBNMPL against the risk of the Tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Start-up as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish

certified copy of its valid registration details (registration with CPO or as a MSE or as a Start-up, as the case may be).

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

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

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

a) Account Payee Demand Draft from any scheduled commercial bank in India or

b) Banker's cheque from any scheduled commercial bank in India or

c) Online Bank Transfer (Proof of online transfer to be submitted)

d) Other Electronic Modes of Payment

☑ Debit Card powered by RuPay

☑ Unified Payments Interface (UPI) (BHIM-UPI)

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

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

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid.

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

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

19. Tender Validity

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/

telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

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

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

20. Signing and Sealing of Tender

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

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

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

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

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

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

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

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

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

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be

duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

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

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

D SUBMISSION OF TENDERS

21. Submission of Tenders

21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of

BRBNMPL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E TENDER OPENING

24. Opening of Tenders

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

BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.

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

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

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

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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

- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.

h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.

i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

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

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

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

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

a) In the case of goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro & Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be

taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness. 35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

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

36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document.

Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

- (i) Where the procurement is done on nomination basis (PAC and STE without PAC);
- (ii) Procurement is from 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 re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours:

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

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

45. Notification of Award

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

performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

Part II: Additional General Instructions Applicable to Specific Types of Tenders:**50. Rate Contract Tenders**

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

- i. Earnest Money Deposit (EMD) 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 laid down in the Section VIII "Quality Control Requirements" in the SBD.

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

ii. Development of new items or Indigenization of Imported stores

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

compensation whatsoever on account of such fault, error in description, weight or the like.

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

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

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

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

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

54.3 Submission of Offer

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

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

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

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

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

wherever applicable, must be provided in the Bid of the Tenderer.

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

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

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

54.4 Notification of Acceptance and Award of Contract:

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

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

54.5 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 firm 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.

Yours faithfully,

()
Signature with date.
Name:

Seal

Section III. Special Instructions to Tenderers (SIT)

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

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

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

SL. No.	GIT Clause No.	Topic	SIT Provision
1	2	Language of Tender	To be submitted in English only.
2	3	Eligible Tenderers	<p>Only Class-I and Class-II Local Suppliers as per 'Make in India Policy' of Govt. of India are eligible to participate in this tender</p> <p>Class-I Local Supplier: Minimum Local Content equal to or more than 50%; Class-II Local Supplier: Minimum Local Content more than 20% but less than 50%</p> <p><i>As per DPIIT, MoC&I, GoI OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04/03/2021, Bidders offering imported product will fall under the category of Non-Local Suppliers. Bidders can't claim themselves as Class-I Local Suppliers / Class-II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.</i></p>
3	4	Eligible Goods & Services (Origin of Goods).	<p>Indian Origin Only</p> <p>Minimum Local Content: Equal to or more than 50% for Class-I Local Supplier and more than 20% but less than 50% for Class-II Local Supplier</p> <p>As per GoI guidelines regarding restrictions on public procurement from countries sharing land border with India, 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, Bidders have to fulfil the Minimum Local Content criteria as mentioned above.</p>

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED <i>(Wholly owned subsidiary of Reserve Bank of India)</i> RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023			
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4	6.1(20)	Section XX: Pre Contract Integrity Pact	Not Applicable
5	8	Pre-bid Conference	Not Applicable
6	9	Time Limit for receiving request for clarification of Tender Documents	A Tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with BRBNMPL in writing or by fax, e-mail. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than Fifteen days prior to the prescribed last date of submission of tender.
7	11.2	Tender Currency	Indian Rupees only.
8	12.8	GST	<p>(i) Wherever applicable bidder shall quote the exact Tax percentage F.O.R. Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due to incorrect HSN Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complications arising due to this.</p> <p>(ii) Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, its evaluation and throughout the tenure of contract failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.</p>
9	12.11	Applicability of Octroi and Local taxes	No change. Only firm price to be quoted

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10	13	Authorised Dealer/ Distributor / Representative	No change
11	14	Firm Price / Variable Price	The quoted rate should remain firm and fixed for the supply during the contract period without any escalation whatsoever (except Statutory Payments like GST against submission of documentary evidence) from the date of opening of the Commercial Bid and the supplies should be made as per our delivery schedules/purchase orders placed on you time to time.
12	18	Earnest Money Deposit (EMD)	EMD of Rs.3,50,000/- is payable in the same way as mentioned for Tender fee (For mode of payment please refer point No. 03 of NIT) and also attach proof of EMD along with technical bid. However, exempted bidders are required to submit "Bid Security declaration" in the Company's letterhead as per Annexure 'E' along with their technical bid.
13	19	Tender Validity	120 days from the date of opening of the tenders
14	20	Signing and Sealing of Tender 20.4. Number of Copies of Tenders to be submitted 20.9: E procurement:	No Change. 20.4 No. of copies- One (online) 20.9 E procurement: Permitted
15	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.
16	31	Qualification / Eligibility Criteria	<i>This tender falls under the category of procurement of items/services related to public safety, critical security operations and equipment. Hence, No Relaxation in Prior Experience, Prior Turnover and No Purchase Preference applicable to Bidder of any stature.</i>
17	33	Schedule-wise Evaluation.	Tender will be finalized on Overall Lowest (L1) quote from eligible bidders as per Section XI and as per other terms & conditions of the tender.
18	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<u>Note: No Relaxation in Prior Experience, Prior Turnover and No Purchase Preference applicable to Bidder of any stature.</u>

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 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023			
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19	42	Variation of Quantities at the Time of Award	At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted.
20	45, 46, 47	Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL	<p>Tender shall be finalized on overall lowest (L1) quoted bidder from eligible bidders as per Price Schedule in Section XI and as per Tender Terms & conditions. Under mentioned procedure will be followed for issue of Work Order.</p> <p>a) Notification of Award of Contract (NOA) / Letter of Intent (LOI) will be issued by BRBNMPL, Salboni to successful bidder.</p> <p>b) Successful Bidder shall furnish performance securities to the BRBNMPL as mentioned at Section V-SCC, Clause Sl. No. 03.</p> <p>Separate Contract Agreement / Work Order will be issued only after acceptance of NOA/LOI and after submission of Performance Security by the successful Bidder.</p>
21	50	Rate Contract Tenders	NOT APPLICABLE
22	51	PQB Tenders	NOT APPLICABLE
23	52	Tenders involving Purchaser's and Pre-Production Samples	NOT APPLICABLE
24	53	EOI Tenders	NOT APPLICABLE
25	54	Tenders for Disposal of Scrap	NOT APPLICABLE

Signature with Seal of the bidder & date.

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 Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment
"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
"GIT"	means General Instructions to Tenderers
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in Disposal Tenders
"Incoterms"	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc."	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders
"NSIC"	means National small industries corporation
"PQB"	means Pre-qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "TD"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers

"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 countries with which the Government of India has trade relations.

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

6. Performance Bond / Security

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

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

a. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.

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

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

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

6.5 Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to

the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Technical Specifications and Standards

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

8. Packing and Marking

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

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

8.3 Packing instructions:

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

- a) Contract number and date
- b) Brief description of goods including quantity
- c) Packing list reference number
- d) Country of origin of goods
- e) Consignee's name and full address and
- f) Supplier's name and address

9. Inspection and Quality Control

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

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

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

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

9.5 If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the 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 transshipments without the express / prior written consent of BRBNMPL.

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

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

12. Insurance:

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

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

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

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

13. Spare parts

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

a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

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

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

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

14. Incidental services

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

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

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

c) Installation and commissioning of the goods

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

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

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

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

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

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

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

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

(b) Packing list;

(c) Insurance certificate;

(d) Railway receipt / Consignment note;

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

(f) Inspection certificate issued by BRBNMPL's inspector

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

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

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

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

(b) Original Invoice

(c) Packing List

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

(e) Certificate of Quality and current manufacture from OEM

(f) Dangerous Cargo Certificate, if any.

(g) Insurance Policy of 110% if 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 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 where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% to 90% net FOB/FAS/CFR/CIF/ CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and final acceptance by the consignee (User department).

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

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

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

22.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on

the part of the supplier for claiming that payment has been fulfilled as required under the contract.

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

a) Original Invoice

b) Packing List

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

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

e) Manufacturer's test certificate

f) Performance / Warrantee Bond

g) Certificate of insurance

h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department

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

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

k) Any other document specified.

22.9 While claiming reimbursement of duties, taxes Goods and Services Tax, Customs duty and any other similar duties and taxes from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.

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

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

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

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

(d) The supplier furnishes the following undertakings:

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

or six months from the date of dispatch whichever is later.

23. Delay in the supplier's performance

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

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

- a) Imposition of liquidated damages,
- b) Forfeiture of its performance security and
- c) Termination of the contract for default.

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

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

- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any

other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

23.5 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

24. Liquidated damages

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

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

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

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

26. Termination for default

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

26.2 In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the

"Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.

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

27. Termination for insolvency

27.1 In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.

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

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

27.4 Escrow Arrangement

The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.

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

under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

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

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

28. Force Majeure

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

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

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

29. Termination for convenience

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

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

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

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) 'Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(e) A particular violation of ethics may span more than one of above-mentioned unethical practices.

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

(a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

(b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives / officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.

(c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

(d) Firms or individuals shall be banned / blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.

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

33. Resolution of disputes

33.1 If dispute or difference of any kind shall arise between BRBNMPL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty

one days of its occurrence, then, unless otherwise provided in the SCC, either BRBNMPL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

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

34. Applicable Law

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

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

35. Secrecy

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

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

35.3. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the

contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

Part II: Additional General Conditions of Contract for specific Types of

Tenders in addition / modification to clauses mentioned above:

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

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

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

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

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

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

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

36.3 Deliveries, Delays and Breach of Contract

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

to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of the purchaser.

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

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

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

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

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

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

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

36.3.8 If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be

entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored – which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.

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

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

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

Yours faithfully,

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Signature with date.
Name:

Seal

Section V: Special Conditions of Contract (SCC)

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

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

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

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 4	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights.	No Change
2	5	Country of Origin	Indian Origin Only 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 As per GoI guidelines regarding restrictions on public procurement from countries sharing land border with India, 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, Bidders have to fulfil the Minimum Local Content criteria as mentioned above.
3	6	Performance Security	No Relaxation for bidder of any Stature. In addition, Performance Security @ 10% (Ten percent) of the total Contract value of supply order / contract In case Security Deposit / Performance Bond is submitted in form of Bank Guarantee, the same should be in the name of "Bharatiya Reserve Bank Note Mudran Private Limited, Salboni" and should be valid up to Sixty days after date of completion of all contractual obligations including warranty, if any. Format of Bank Guarantee (BG) shall be as per Section – XV - Bank Guarantee Form for Performance Security. In case

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED <i>(Wholly owned subsidiary of Reserve Bank of India)</i> RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023			
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			of failure of the contractor to execute the contract with in the contract period, the security deposit shall be forfeited. Performance Security shall be released without any interest after successful completion of all contractual obligations including 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	Refer Warranty Clause (at NIT)
6	18	Sub-Contracts	The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
7	19, 19.3	Modification of Contract	Not Applicable.
8	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
9	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)	Payment Terms: No Advance Payment shall be made. Payment Term: Refer Section-I, NIT Payment Clause
10	24.1	Quantum of Liquidated Damages (LD)	No change If the supplier fails to deliver & install any or all of the goods within the time frame (s) [delivery schedule] incorporated in the contract, BRBNMPL

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED <i>(Wholly owned subsidiary of Reserve Bank of India)</i> RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023			
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			shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods [value of quantity for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10%.
11	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No Change
12	32	Code of Ethics	32.1: Integrity Pact (IP): Not Applicable
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)

Section VI: List of Requirements

Brief Description of Goods / Services	Quantity (with unit)	Earnest Money in (₹)
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI [As per List of Requirements in Section VI & as per detailed specifications in Section VII, Section VIII, Section IX: Price Schedule]	1 Lot As per BOQ	Rs. 3,50,000/- (Exempted bidders are required to submit Bid security declaration as per Annexure: E)

Scope of Supply:

The Scope of work includes **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI,,** West Midnapore District, West Bengal-721132. Supply & installation is to be done by the supplier.

Required Delivery Schedule: The complete Rooftop Solar Photovoltaic Power Plant at different locations shall be Supplied, Installed and Tested **within 180 Days** (including weekly off and holidays) from the date of issue of LOI/NOA. However, Chief General Manager, BRBNMPL, Salboni reserves the right to cancel/discontinue this order at any point of time, without assigning any reason thereof. The quantity mentioned above is only indicative but not exhaustive; quantity may vary as per actual requirement

Required Terms of Delivery, Destination:

F.O.R. General Stores, BRBNMPL, Salboni inclusive of delivery as per the specification given in Section 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 driving license of the Driver. All security norms as applicable are to be followed.

However, unloading of items at General Stores shall be done by BRBNMPL.

The material is to be delivered and unloaded at our General Stores before 16:00 hrs on working days. The vehicle carrying items should reach our entry gates before 14:00 hrs.

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.

Replacement of rejected Materials: 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.

Mode of Transportation: As desired by the bidders which should be in safe and secured manner.

The materials are to be supplied to the following address:

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

Section VII: Technical Specifications & Scope of work

“Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW(DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni”

1. PREAMBLE:

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) is a wholly owned subsidiary of Reserve Bank of India. The production unit at Salboni is spread over 580 acres. For implementation of Renewable Energy Sources, Rooftop Solar Power Plant is initiated for rooftop of different buildings of Township at BRBNMPL, Salboni.

BRBNMPL desires to enter into contract for Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni”.

Building	AC Capacity KW	DC Capacity KWp
Admin Building	30 kW	38.3 kWp
New CISF Barrack	100 kW	123.3 kWp
New Shopping Complex	50 kW	55.8 kWp
PGH Terrace	20 kW	21.6 kWp
E Type Quarters	72 kW	86.4 kWp
Total	272 kW	325.4 kW

2. BRIEF SCOPE OF WORK: -

Design: The contractor shall be responsible for designing a rooftop solar plant at different buildings at BRBNMPL Salboni. This shall include conducting a site assessment to determine the optimal panel placement, capacity, and designing a system that meets for the local building capacity and safety standards.

Materials: The contractor shall be responsible for procuring all necessary materials for the installation, including solar panels, mounting equipment, inverters, wiring, and all other necessary components for completion of installation work.

Installation: The contractor shall be responsible for the installation of the solar panel system on the rooftop of the building. This shall include mounting the panels, connecting them to the electrical system, and installing all necessary safety equipment.

Testing and commissioning: The contractor shall be responsible for testing and commissioning the rooftop solar power plant to ensure that it is functioning properly and is connected to the electrical grid.

Training: The contractor shall provide training to the BRBNMPL Staff, who are maintaining Electrical Installations on how to operate and maintain the solar panel system, including how to monitor its performance and troubleshoot any issues that may arise.

Warranty and maintenance: The contractor shall provide onsite warranty for the solar panel and other equipment system and shall be responsible for ongoing maintenance and repairs as necessary.

Overall, the scope of work for a rooftop solar panel installation shall include designing, procuring materials, installing, testing, commissioning, training, and ongoing maintenance and support of the rooftop solar plant.

3. PROJECT LOCATIONS & CAPACITIES

The developer has identified different rooftops to install the Rooftop Solar Projects as per locations and capacities mentioned below:

Building	AC Capacity KW	DC Capacity KWp	No. of Inverters	No. of Modules (450Wp)
Admin Building	30 kW	38.3 kWp	1	85
New CISF Barrack	100 kW	123.3 kWp	2	274
New Shopping Complex	50 kW	55.8 kWp	1	124
PGH Terrace	20 kW	21.6 kWp	1	48
E Type Quarters*	72 kW	86.4 kWp	6	192
Total	272 kW	325.4 kW	11	723+ 5 Spare Modules

*E Type Quarters are 6 roofs of 12 kW / 14.4 kWp each

4. PROJECT SCOPE

- i The Scope of Work under this package, includes site Design, Engineering, Manufacture, Supply, Transport, Storage, Erection, Testing and Commissioning of Grid Interactive rooftop Solar PV Power Plants with Associated AC Power System up to Interconnection to Low Tension (LT) distribution grid power supplies Point at different locations in township of BRBNMPL.
- ii The equipment and materials for rooftop Grid Interactive Solar Power Generating System(s) with associated system (typical) shall include but not be limited to the receipt, unloading, storage, erection, testing and commissioning of all supplied material for the following:
 - a) PV Module with minimum rating varying from 450 Wp.
 - b) Power Conditioning Units (INVERTER)/Inverter (String grid-tie) with minimum output AC power as per below table at 50 Degree ambient temperature.
 - c) Module mounting structures, fasteners, array foundation and module interconnection using corrosion resistant GI or anodized Aluminium or equivalent metal sections. All fasteners shall be stainless steel or shall be adequately treated to resist corrosion.
 - d) Inverter shall be installed nearer to the PV panels. Design, supply and installation of Inverter mounting stand with canopy is contractor's scope.
 - e) Combiner boxes (IP 65) with bus bar and with proper lugs, glands, ferrules, terminations and mounting structures (along with foundations).
 - f) DC and AC cables of appropriate sizes with adequate safety, insulation and laying & termination.
 - g) Suitable protection system.

- h) LT Power and Control Cables including end terminations and other required accessories for both AC & DC power.
- i) Lightning arrestors for entire plant area.
- j) PVC pipes, cable conduits, cable trays and accessories.
- k) Earthing of the entire plant as per relevant standards.
- l) PV array shall be installed in the space free from any obstruction and / or shadow by utilizing maximum space. Adequate spacing/pitch shall be provided between two rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
- m) It is contractor's sole responsibility for liaising, Co-ordination etc., and to obtain all the approvals from the Central Electricity Authority / State DISCOM or any other relevant statutory bodies as required for completion of the project.
- n) The contractor must also provide all engineering drawings and calculations prior to beginning construction for obtaining BRBNMPL's or it's appointed consultant's approvals, change requests during construction phase, as built drawings after commissioning & detailed Operation and Maintenance manual after completion. Training to be provided to the user for Operation and Maintenance of the system although O&M shall be part of EPC Contract (Engineering, Procurement & Construction) scope for 2 (two) years. In case of any deviation, the contractor has to take prior approval for the deviations.
- o) The contractor has to arrange all the required materials, tools and tackles, labour, transportation etc., at his own cost.
- p) Latest revision of all applicable IE codes, regulations shall govern the design, manufacture, installation, testing and commissioning of this work even when the requirement of the specification is less stringent than the codes, regulations and standards. In the event of requirement of the specification exceeds the corresponding codes, regulations or standards, the specification shall govern.
- q) Certificate for PV Module BIS and IEC or equivalent to be submitted as part of the bid offer. Only those Modules shall be allowed, which are part of latest available ALMM (Approved List of Models and Manufacturer) list published by MNRE at the time of Bid.
- r) Preparation of Technical Specifications.

5. SOLAR PHOTOVOLTAIC MODULES

- i) PV modules used in the project shall be Mono-Crystalline, with minimum of 450 Wp rating and shall be part of MNRE issued ALMM list at the time of bidding.
- ii) The efficiency of the PV modules should be minimum 19% and fill factor should be more than 70%.
- iii) PV modules shall be selected, supplied to maximize the amount of energy generated by the solar power plant over the design life of 27 years.
- iv) The PV modules supplied must conform to the latest edition of IEC 61215/IS14286, IEC 61730-1&2, IEC 61701, IEC 60068, IEC 62804, IEC 62716 at minimum
- v) PV Module shall be compliant to most recent standards (and latest amendments if any) developed by IEC and other applicable above-mentioned international standards.
- vi) The bidder shall submit IEC certificates & type test report for above mentioned applicable standards and codes.

- vii Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- viii PV modules shall be of the same make, model and power class across the Sites and should be interchangeable.
- ix Third party validated PAN files matching with Datasheet parameters shall be provided and shall form the basis of Generation Baseline
- x Module shall only have +ve tolerance. The rated output power of any supplied module shall have tolerance of 3%.
- xi All the modules supplied shall have 100% compliance to cell design of 5BB or MBB. Supply of mixed quantity of modules with different designs shall not be accepted.
- xii The module shall be suitable to mount in portrait or landscape manner. Contractor to give mounting details for the same with suitable cable lengths as per portrait or landscape configuration.
- xiii Front glass shall have maximum wind loading capacity of 2400 Pa and maximum snow loading capacity of 5400 Pa.
- xiv Junction Box shall have an Ingress protection rating of at least IP68 with bypass diodes as per PV module design. The by-pass diode shall have passed the thermal test as per IEC- 61215.
- xv Modules shall be PID Free. Certificates should be provided by independent, internationally renowned, and accredited testing laboratories stating that the modules are free from PID.
- xvi I-V curves at STC shall be provided with the module.
- xvii The module should have the following minimum information laminated inside the module.
 - a) Made in India (to be superscribed in words)
 - b) Manufacturer's Name
 - c) Model number (it should indicate the voltage and rated wattage of the module)
 - d) Serial number
 - e) Year of make

5(a). Manufacturer's Warranty:

- i The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than Ten (10) years from the date of acceptance of the system.
- ii Manufacturer's Warranty should cover Defects and/or failures due to manufacturing and due to quality of materials including non-conformity to specifications due to faulty manufacturing and/or inspection processes.
- iii If the solar Module(s) fails to conform to this warranty after installation, the manufacturer shall repair or replace the solar module(s), at the BRBNMPL discretion.

5(b). Performance Warranty:

- i Linear Power Warranty must be provided with:
- ii First year degradation not exceeding 2% of the rated capacity.
- iii Yearly degradation from 2nd year onwards, not exceeding 0.55% of the rated capacity. Power warranted at end of 27th year must not be lesser than 83.7% of rated capacity.

5(c). Assignment Clause:

- i Module warranty must be assigned to the BRBNMPL within 15 days from commissioning of the project.
- ii Such assignment should clearly mention the module serial numbers, date of commissioning and other relevant details/documents which shall be referred to in future, if the warranty claim is initiated.
- iii Assignment must be on the letterhead of Module OEM and must be countersigned by EPC contractor. Such assignment shall form part of plant handover documentation.

5(d). Bird Spike:

Each PV Panel structure shall incorporate with number of bird repellent spike at a level higher than the panel upper edge to cover all the installations. The locations of the spike should be selected for minimum shadow effect.

6. STRING INVERTERS

- i String Inverter technology has been proposed in line with the estimated capacities of individual roofs.
- ii The continuous combined capacity of all Solar Inverters shall not be less than quoted project capacity at Unity Power Factor at ambient temperature of 50 degree Celsius
- iii The Inverters should conform to IEC 62109-1&2, IEC 60529, IEC 61683, IEC 61727, IEC 61000, IEC 60068, IEC 62116 at minimum
- iv Power output from Inverter should conform to CEA (Technical Standards for connectivity of the Distributed Generation Resources) Regulations, 2013 and CEA 2019 Guidelines
- v The nominal inverter capacities should be specific to each roof as mentioned in the plant specification part. Its usual operating voltage range should be between 600 - 800 V DC with start-up voltage < 250V
- vi The Inverter nominal output voltage should be 400V, 3 Phase, Sine wave with output frequency: 50 Hz +/- 0.5%, Minimum efficiency 98%
- vii The no load power consumption: < 2% of total O/P rating. The total harmonic distortion: < 3%, Operating ambient temperature: 0 to 60 °C.
- viii Inverter shall have the following protections,
 - AC & DC overcurrent protection.
 - Synchronization loss protection.
 - Over temperature protection.
 - DC & AC under and over voltage protection.
 - Under & over frequency protection.
 - Cooling system failure protection
 - PV array ground fault monitoring & detection
 - PV array insulation monitoring
 - LVRT /HVRT /ZVRT as applicable for local grid code
 - Anti-islanding protection • Grid monitoring
 - Individual PV Module String current monitoring
- ix The cooling should be via temperature controlled fan forced.
- x It should have IP 65 protection and shall be wall mounting and stand mount compatibility with associated mounting brackets supplied along.

- xi Inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- xii The output of power factor of Inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- xiii Inverter shall have necessary inbuilt limiters in the controller so as to ensure safe operation of the Inverter within the designed operational parameters.
- xiv The Inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
- xv The Inverter should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests.
- xvi Inverter should support GPRS based communication and the performance parameters of all the Inverters for different roofs shall be presented to a single web based portal.
- xvii Locations with WMS must have data loggers with required tech specs.
- xviii Inverter shall connect to tablet or mobile display screen and visualize/modify all the parameters through USB data cable or Bluetooth module or Wi-Fi module. Inverter shall be provided with Mobile User interface facility for monitoring of its parameters by O&M personnel for better O&M.
- xix String Inverter shall have string monitoring capability and reporting to SCADA system. Any special software, if required, for this purpose shall be provided for remote monitoring and report generation.
- xx The string inverter should have inbuilt Anti-PID Device. Anti-PID Device along with all hardware and communication cable/device in a separate enclosure (IP 65 rating) may also be acceptable in case inbuilt feature is not available in the string inverter. It is required in case negative grounding of PV string provision is not available in the inverters.

6(a). Warranty

- i The contractor shall be legally bound to provide a performance guarantee ensuring that the equipment shall be fully functional with desired output for 60 months from the date of commissioning.
- ii Consequently, irrespective of the manufacturer's guarantee to supplier, the Inverter shall be guaranteed for a minimum period of ten years. This warranty shall not be limited only for Inverter but shall also include all associated accessories, instrumentation, and control.
- iii Contractor shall provide 99% uptime warranty for 10 years
- iv Inverter warranty must be assigned to the BRBNMPL within 15 days from commissioning of the project.

7. Module Mounting Structures

- i All the roofs identified are RCC roofs with adequate waterproofing. Contractor shall supply MMS in compliance to below specifications and integrate the same with RCC slab using Anchor Bolts with Chemical grouting as per below specifications.
- ii Mounting structures shall use module manufacturer recommended installation accessories like mounting clips, rails, racks etc. The design shall be approved by the

module manufacturer prior to fabrication, in case applicable. Any such approval shall be submitted to BRBNMPL.

- iii Modules shall be mounted at a tilt angle of 18°. Structure and foundations shall be designed in a way to achieve installed tolerance of +/- 1° tilt from the said value.
- iv Hot Dip Galvanized MS material (with minimum coating of 80 microns) must be used for Column Post and Base Plate assembly. Hot dip galvanization must be done on the column and base plate assembly post welding. No welding or drilling/tapping should be done post HDG process. Galvanization of the mounting structure shall be in compliance of latest IS4759.
- v HDG/Galvalume/Posmac materials can be used for Rafters, Purlins, Bracings and other child parts.
- vi All fasteners for MMS members shall be HDG, SS 304 or KUN80.
- vii Only SS fasteners should be used for Module mounting. Module mounting fastener set shall use plain Wide Washer on both purlin and module frame side in addition to cut washer and serrated washers (if required for earthing) on all four mounting points per module.
- viii Contractor shall provide module mounting structure design in compliance with relevant applicable standards and shall analyze the structure in 3D staad.pro software. Manual design calculation for all cold formed sections and fasteners used in mounting structure shall also be provided in addition.
- ix Detailed Specification of various raw material meant for MMS and Civil work has to be as per relevant Indian Standards and National building codes.
- x Structure to be designed for required loading, wind load of the zone and considering all safety factors in accordance to Indian Standard, for trouble free life expectancy of 25+ year.
- xi The basic wind speed = 50m/sec. 20% reduction in final wind pressure as per Clause 6.3 of IS: 875 Part3 shall NOT be allowed.
- xii Following minimum clearances from roof shall be maintained for the lower end of module:

Building	AC Capacity kW	DC Capacity kWp	Clearance at lower end
Admin Building	30 kW	38.3 kWp	1000 mm
New CISF Barrack	100 kW	123.3 kWp	500 mm
New Shopping Complex	50 kW	55.8 kWp	500 mm
PGH Terrace	20 kW	21.6 kWp	500 mm
E Type Quarters*	72 kW	86.4 kWp	500 mm
Total	272 kW	325.4 kW	500 mm

- xiii No on-site fabrication shall be permitted; all the structure members shall be factory fabricated and only assembled on site.
- xiv Column post shall have provision near the base to connect the earth strip joining one structure to the other. Module earthing cable shall also be terminated directly on Column Post top. None of primary MMS member connections shall be used for earthing and it shall be done in dedicated holes only.

- xv Structure design shall include a method of fastening the DC cables to the structure at every 500mm without causing tearing or fluttering of cables.
- xvi The structure must be integrated with existing RCC Slab using Anchor Bolts with Chemical Grout from reputed suppliers. The number of such anchor bolts per column post shall be minimum 2 no.s and maximum 4 no.s. as per contractor's design.
- xvii Each anchor bolts must have at-least 50mm integration with main RCC slab. Contractor is allowed to chip the waterproofing upto 150mm around the base plate to ensure the above.
- xviii Contractor shall only mount Column+Base Plate assembly post the setting period of grout is completed in line with supplier guidelines.
- xix Contractor must apply a waterproofing coat/patch engulfing the chipped area/base plate area (whichever is higher) by min 150mm from all sides.
- xx Post drying of such waterproofing layer, Contractor to create an in-situ casted M20 RCC concrete block of 400mmX400X150mm on top of the anchor bolt mounted base plate. 150mm is height from existing roof level.
- xxi Contractor to submit detailed methodology of the process in line with application procedures prescribed by chemical grout and waterproofing OEMs and take prior approval of BRBNMPL before finalization.
- xxii The total load of the structure (when installed with PV modules) on the roof should be less than 60 kg/m².

8. Civil work (grouting) for PV structure

- i. SPV array shall be installed in the space free from any obstruction and shadow by utilizing maximum space.
- ii. Adequate spacing shall be provided between two panel frames and rows of panels to Facilitate personnel protection ease of installation, replacement, cleaning of panels and electrical maintenance.
- iii. The following two types of grouting is required as per site requirement –
 - a) Adhesive Based Bonding (non-penetrative method):- Admin Building, New Shopping Complex.
 - b) Anchor Bolts With Chemical Grout: - 6Nos. of E-type Bungalow, New CISF Barrack, and PGH.

9. JUNCTION BOXES (ACDB AND SOLAR LT PANEL)

- i An ACDB must be provided with Inverters on the roof having suitably sized MCB/MCCB (with O/C, S/C, and E/F Protection), AC SPD Type 1+2, Indicators (On, Off, Trip), 230V 5A Socket and a 230V, 15A Socket. This ACDB shall be wall/frame mounted as applicable and shall be co-located with Inverters on the roof, ideally following same mounting arrangement as that of Inverter.
- ii Specifically for E Type Quarters, 2 In 1 Out type ACDB with MCBs on all incoming outgoing feeders shall be provided along with above specifications. Additionally, all three ACDBs outgoings shall be combined on a single busbar box. Outgoing from this busbar box shall go to the identified Feeder Panel.
- iii An LT Panel must be provided on the ground, next to individual existing feeders panels (BRBNMPL's) as identified for each roof. This shall be bottom entry and mounted on appropriate frame and foundations. It shall have suitably sized MCB/MCCB (with O/C, S/C, and E/F Protection) and Indicators (On, Off, Trip). Outgoing cable from this Solar LT Panel shall be terminated at BRBNMPL's identified feeder panel for each location.

- iv All the AC low voltage switchboards shall be suitable for operation with 415 V, 50 Hz and 3/4 wire system. The overall construction of the LV Switchboards shall be factory assembled with fabrication processed on CNC type or equivalent machines.
- v Enclosure shall be of good quality FRP/ suitable epoxy powder coated IP 65 protection. It should be provided with proper locking arrangement. The design shall be totally dust proof, damp - proof and vermin proof.
- vi Adequate size cable compartment should be provided for easy clamping of all the incoming and outgoing cables irrespective of top or bottom entries.
- vii All live parts inside the boxes shall be insulated Switchboards shall carry a warning label indicating that all active part in the boxes may be live.
- viii All boxes shall be supplied completely wired internally up to the terminals, ready to receive external cables.
- ix All boxes shall be provided with prominent, engraved identification plates.
- x All boxes shall be body earther with appropriately size green cable

10. CABLES

a) DC Cable

- i Cables shall be compliant to most recent standards (and latest amendments if any) developed by the IEC /IS or EN for UV resistant DC cables for solar PV applications. Conductors shall be fine wire strands of electrolytic grade high conductivity annealed tinned copper. Cables should be solar grade and should be UV ozone and high temperature resistant
- ii Cable shall be laid in double wall corrugated/ HDPE pipes which are further placed on concrete blocks or routed via walls with saddles. Direct laying on roof with saddling shall not be allowed. Conduits shall be tied properly using metal ties. Extra length of ties to be cut after tightening
- iii Cables up to 6 sqmm shall be of solar grade and have Insulation and outer sheath shall be of high grade XLPO compound. Material should be flame retardant & halogen free. Its curing should be EBXL.
- iv Series connection of modules under the module (on purlin) in such a way that there is no hanging. Where cable is routed from rack-to-rack gap OR rack to ground shall be laid in appropriate UV protected conduits.
- v Cables up to 6 sq. mm shall be tied along the solar PV module mounting structures, these cables are essentially required to be UV, ozone and high temperature resistant. Only UV resistant cable ties shall be used in regular intervals. The cable ties shall be provided at appropriate distance so there shall be no Sagging as well as any tension on the cable. Unarmored cable should neither be exposed directly on ground nor on the structure should be under the purlin with proper tightening with cable ties.
- vi No. of cables in conduit shall not exceed 40% filling criteria.
- vii All DC cabling shall be provided with appropriate alphanumeric ferrules for easy identification of strings and further circuits at both end. Ferrules quality and print should be able to sustain ambient conditions.
- viii Cable connector to be used for connecting SPV modules shall be in accordance with DIN EN 50521. Connector shall be of plug and socket design to be plugged together by hand but can be separated again using a tool only. The connectors shall be MC4 compatible type however final confirmation on connector compatibility with module to be provided during detailed engineering.

b) AC cables:

- i Cables sizes shall be selected considering the de-rating factors, power loss, current carrying capacity, 25kA & 1 Sec to meet the anticipated currents.
- ii The cable cross section and material shall comply with Inverter OEM recommended guidelines and shall not lead to any issues in the warranty enforcement later on.
- iii All AC Cables post Inverter need to be FRLS type.
- iv Cables shall be laid on cable trays and through pipe sleeves wherever required and necessary according relevant Indian standards. All such trays, sleeves shall be built and provided by the Contractor.
- v Cables must be laid in hume pipes across road crossings. Contractor must not damage the existing roads and shall carry out excavation below. In case cutting of road is required, contractor must seek prior approval from BRBNMPL and repair the cut sections of the road overnight after laying, repair. Movement across the road cannot be obstructed under any circumstances.
- vi All cable terminations shall be mechanically and electrically sound and shall comply with relevant standards and Indian electricity regulations. Bi-metallic lugs must be used while terminating Copper cables to aluminium bus-bars or vice-a-versa.
- vii Metallic cable tags with punched nomenclature must be used at all termination points, outside the termination box.

c) General Requirements

- i Communication cable shall be Unarmoured RS 485 Cable STP with conduit and fitting accessories (as per actual site condition)
- ii All DC and AC cables shall be terminated using suitable crimped cable lugs/sockets and screw type terminal strips. No soldered cable termination shall be accepted. Only terminal cable joints shall be accepted. No cable joint to join two cable ends shall be accepted.
- iii The cables and accessories shall conform to the relevant national/ international Electrical Safety Standards.
- iv Cable route approval shall be provided by BRBNMPL for each roof specifically and contractor to strictly adhere to the same

11. Earthing System & Lightning Arrestor

- i The array structure of the PV yard shall be grounded properly using adequate number of earthing pits.
- ii All metal casing / shielding of the plant shall be thoroughly grounded to ensure safety of the power plant.
- iii PV modules should be connected to each other for grounding.
- iv Chemical Earth pits (maintenance free) should be provided. It should have copper bounded electrode with Dia > 14 mm and Length - 3000 mm (along with earth enhancement chemical compound). The earthing pit shall be made as per IS: 3043 while designing the protective earthing system. Earth resistance shall not be more than 5 ohms.
- v Supply of appropriate lightning cum switching surge arrester at the input side of INVERTER, output side of inverter and on each building rooftop to protect the PV panels and other associated equipment.

- vi The lightning protection system should conform to IEC 62305 standards. The radial distance coverage and height accordingly of the lightning arrester should be accurately estimated and the lightning arrester should be chosen.
- vii Number of LA shall vary with the capacity of SPV Power Plant & location. Number of LA should be in such a manner that total layout of solar modules should the effective coverage of LA's.
- viii Necessary foundation for holding the LA shall be arranged keeping in view the wind speed at the site and flexibility in order to perform actively in future. Each LA shall have to be earthed through suitable size earth bus with earth pits. The earthing pit shall have to be made as per IS 3043.

12. Plant Monitoring: Web based remote monitoring to be provided. In addition to conventional parameters (V, I, KW, KVA, KVAR etc.) below is the non-exhaustive list of monitoring and recording parameters:

Plant:

- i String parameters
- ii String failure detection
- iii Power generation at interconnection
- iv Daily power generation in kWh
- v Monthly power generation in kWh
- vi Annual power generation power in kWh
- vii Power generation from the date of commissioning

Plant Performance Ratios

- i Instantaneous PR (Current value)
- ii Day's average PR
- iii Month's average PR
- iv Quarterly average PR
- v Annual average PR
- vi Facility Performance Ratio, since commissioning.

Meteorological

- i Global Horizontal Irradiation
- ii Ambient air temperature
- iii Module temperature
- iv Wind speed and direction

13. Display/Danger Boards: The bidder has to display a board at the project site mentioning the following:

- i Plant Name & Capacity
- ii Location,
- iii Developer
- iv EPC Contractor
- v Date of commissioning

14. Danger Boards: Danger sign boards should be provided wherever necessary as per IE Act. /IE rules as amended up to date.

15. Water Tank: - Installation of two nos. of water tank 1000 liter capacity at rooftop of New Shopping Complex rooftop on the 5 meter height MS structure along. UPVC Conduits (Pipe Network with Nozzle at every third row and weather proof flexible hose for individual roof for sufficient length).

16. BOQ:

Sl.No	Index	Item	Item Description/Specification	Units	Qty
1	Module	Solar Module	450 Wp Mono-CRYSTALLINE MODULE Dimensions: - 2094x1038x35 mm Cable length: N 500 mm /P 500 mm Including 5 spare modules	Nos	728
2	Inverter	Solar String Inverter	String Inverter 30KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port	Nos	1
3	Inverter	Solar String Inverter	String Inverter 50KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port	Nos	3
4	Inverter	Solar String Inverter	String Inverter 20KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port	Nos	1
5	Inverter	Solar String Inverter	String Inverter 12KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port	Nos	6
6	WMS	Weather Monitoring Device	Si-RS485TC-2T Solar cell base irradiance Sensor, module temperature, ambient sensor, Pyrometer	Nos	1
7	WMS	Weather Monitoring Device	Shield Tamb-Si Weather protection Shield for Tamb-Si with structure part to Install.	Nos	1
8	Junction Box	ACDB	a. 1 in / 1 out ACDB with 1 Nos.- 4P,63A,36kA MCB with O/C & S/C Protection & Earth Fault Protection b. AC SPD type 1+2, - 3 Phase -400 V- 1 No. c. ON- OFF -Trip Indication d. 1 No.-5 A plug socket - 230 V & 1 No.-15 A plug socket - 230 V -1 Phase with glad (up to max 4 sq mm) on down side e. Earthing provided- 2 Nos. on bottom both left - right side of panel f. Metal double compressor Gland for- Input side: 1 Nos. for -1R x 4C x 16 sq mm Cu armoured cable Output side: 1 Nos. for -1R x 3.5C x 50 sq mm Al armoured cable g. Incoming cable & Outgoing cable entry are from bottom side h. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted i. All components should be labeled & Dangerous stickers also provide. j. Floor mounted stand Height: - 0.5 Mtr.	Nos	1

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

e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN**DIFFERENT LOCATIONS AT BRBNMPL, SALBONI****e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023**

9	Junction Box	ACDB	<ul style="list-style-type: none"> a. 2 in / 1 out ACDB with 2 Nos.- 4P,100A,25kA MCCB with O/C & S/C Protection & 1 Nos.- 4P,200A,36kA MCCB with O/C & S/C Protection Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. c. ON- OFF -Trip Indication d. 1 No.-5 A plug socket – 230 V & 1 No.-15 A plug socket – 230 V -1 Phase with glad (up to max 4 sq mm) on down side e. Earthing provided- 2 Nos. on bottom both left – right side of panel f. Metal double compressor Gland for- Input side: 2 Nos. for -1R x 4C x 35 sq mm Al armoured cable Output side: 1 Nos. for -1R x 3.5C x 240 sq mm Al armoured cable g. Incoming cable & Outgoing cable entry are from bottom side h. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted i. All components should be labled & Dangerous stickers also provide. j. Floor mounted stand Height: - 0.5 Mtr. 	Nos	1
10	Junction Box	ACDB	<ul style="list-style-type: none"> a. 1 in / 1 out ACDB with 1 Nos.- 4P,100A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. c. ON- OFF -Trip Indication d. 1 No.-5 A plug socket – 230 V & 1 No.-15 A plug socket – 230 V -1 Phase with glad (up to max 4 sq mm) on down side e. Earthing provided- 2 Nos. on bottom both left – right side of panel f. Metal double compressor Gland for- Input side: 1 Nos. for -1R x 4C x 35 sq mm Al armoured cable. Output side: 1 Nos. for -1R x 3.5C x 95 sq mm Al armoured cable g. Incoming cable & Outgoing cable entry are from bottom side h. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted i. All components should be labled & Dangerous stickers also provide. j. Floor mounted stand Height: - 0.5 Mtr. 	Nos	1
11	Junction Box	ACDB	<ul style="list-style-type: none"> a. 1 in / 1 out ACDB with 1 Nos.- 4P,40A,36kA MCB with O/C & S/C Protection & Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. c. ON- OFF -Trip Indication d. 1 No.-5 A plug socket – 230 V & 1 No.-15 A plug socket – 230 V -1 Phase with glad (up to max 4 sq mm) on down side e. Earthing provided- 2 Nos. on bottom both left – right side of panel f. Metal double compressor Gland for- Input side: 1 Nos. for -1R x 4C x 10 sq mm CU armoured cable. Output side: 1 Nos. for -1R x 3.5C x 50 sq mm Al 	Nos	1

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			armoured cable g. Incoming cable & Outgoing cable entry are from bottom side h. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted i. All components should be labeled & Dangerous stickers also provide. j. Floor mounted stand Height: - 0.5 Mtr.		
12	Junction Box	ACDB	a. 2 in / 1 out ACDB with 2 Nos.- 4P,32A,25kA MCB with O/C & S/C Protection Incomer Side & 1 Nos.- 4P,50A,36kA MCB with O/C & S/C Protection & Earth Fault Protection Outgoing Side b. AC SPD type 1+2, - 3 Phase -415 V- 1 No. c. ON- OFF -Trip Indication d. 1 No.-5 A plug socket - 230 V & 1 No.-15 A plug socket - 230 V -1 Phase with glad (up to max 4 sq mm) on down side e. Earthing provided- 2 Nos. on bottom both left - right side of panel f. Metal double compressor Gland for- Input side: 2 Nos. for -1R x 4C x 10 sq mm CU armoured cable. Output side: 1 Nos. for -1R x 3.5C x 35 sq mm Al armoured cable g. Incoming cable & Outgoing cable entry are from bottom side h. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted i. All components should be labeled & Dangerous stickers also provide. j. Floor mounted stand Height: - 0.5 Mtr. k. Acrylic Sheet for protection purpose Infront of Busbar	Nos	3
13	Junction Box	Combiner Panel	a. 3 in / 1 out Combiner Panel b. Busbar - 4P,125A,36 KA Aluminum Busbar @ 5 C Degree, 1 Sec @ current density ρ -0.8 c. Earthing provided- 2 Nos. on bottom both left - right side of panel d. Metal double compressor Gland for- Input side: 3 Nos. for -1R x 3.5C x 35 sq mm Al armoured cable. Output side: 1 Nos. for -1R x 3.5C x 240 sq mm Al armoured cable e. Incoming cable & Outgoing cable entry are from bottom side f. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted g. All components should be labeled & Dangerous stickers also provide. h. Floor mounted stand Height: - 0.5 Mtr. i. Acrylic Sheet for protection purpose Infront of Busbar	Nos	1
14	Junction Box	Solar LT Panel	a. 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,63A,36kA MCB with O/C & S/C Protection & Earth Fault Protection	Nos	1

			<ul style="list-style-type: none"> b. ON- OFF -Trip Indication c. Earthing provided- 2 Nos. on bottom both left – right side of panel d. 15Metal double compressor Gland for- Input side: 1 Nos. for -1R x 3.5C x 5016 sq mm Al armoured cable. Output side: 1 Nos. for -1R x 3.5C x 50 sq m17m Al armoured cable e. Incoming cable & Outgoing cable entry are from bottom side f. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted g. All components should be labled & Dangerous stickers also provide. h. Floor mounted stand Height: - 0.5 Mtr. i. Acrylic Sheet for protection purpose infront of Busbar 		
15	Junction Box	Solar LT Panel	<ul style="list-style-type: none"> a. 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,200A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection b. ON- OFF -Trip Indication c. Earthing provided- 2 Nos. on bottom both left – right side of panel d. Metal double compressor Gland for- Input side: 1 Nos. for -1R x 3.5C x 240 sq mm Al armoured cable. Output side: 1 Nos. for -1R x 3.5C x 240 sq mm Al armoured cable e. Incoming cable & Outgoing cable entry are from bottom side f. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted g. All components should be labled & Dangerous stickers also provide. h. Floor mounted stand Height: - 0.5 Mtr. i. Acrylic Sheet for protection purpose infront of Busbar 	Nos	1
16	Junction Box	Solar LT Panel	<ul style="list-style-type: none"> a. 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,100A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection b. ON- OFF -Trip Indication c. Earthing provided- 2 Nos. on bottom both left – right side of panel d. Metal double compressor Gland for-Input side: 1 Nos. for -1R x 3.5C x 95 sq mm Al armoured cable. Output side: 1 Nos. for -1R x 3.5C x 95 sq mm Al armoured cable e. Incoming cable & Outgoing cable entry are from bottom side f. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted g. All components should be labled & Dangerous stickers also provide. h. Floor mounted stand Height: - 0.5 Mtr. i. Acrylic Sheet for protection purpose infront of Busbar 	Nos	1

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17	Junction Box	Solar LT Panel	a. 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,40A,36kA MCB with O/C & S/C Protection & Earth Fault Protection b. ON- OFF -Trip Indication c. Earthing provided- 2 Nos. on bottom both left – right side of panel d. Metal double compressor Gland for- Input side: 1 Nos. for -1R x 3.5C x 50 sq mm Al armoured cable. Output side : 1 Nos. for -1R x 3.5C x 50 sq mm Al armoured cable e. Incoming cable & Outgoing cable entry are from bottom side f. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted g. All components should be labled & Dangerous stickers also provide. h. Floor mounted stand Height: - 0.5 Mtr. i. Acrylic Sheet for protection purpose Infront of Busbar	Nos	1
18	Junction Box	Solar LT Panel	a. 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,160A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection b. ON- OFF -Trip Indication c. Earthing provided- 2 Nos. on bottom both left – right side of panel d. Metal double compressor Gland for- Input side: 1 Nos. for -1R x 3.5C x 240 sq mm Al armoured cable. Output side: 1 Nos. for -1R x 3.5C x 240 sq mm Al armoured cable e. Incoming cable & Outgoing cable entry are from bottom side f. 7 tank power coated metal enclosure, Outdoor Type (IP 65), stand mounted g. All components should be labled & Dangerous stickers also provide. h. Floor mounted stand Height: - 0.5 Mtr. i. Acrylic Sheet for protection purpose Infront of Busbar	Nos	1
19	Cable	DC Solar Cables, 4 sqmm (String to 20Inverter)	1C x 4 sqmm Solar Cable 1.5 kV-DC ,XLPO/XPLE-R Annealed Tinned Flexible Copper Conductor Class-5, As per 2014	Meter	4562
20	Cable	AC Cable	4C x 16 sqmm, 1.1 kVac Grade,PVC Insulated, Armoured CU Cable, As per IS 1554 (30kW Inverter Output)	Meter	5
21	Cable	AC Cable	4C x 35 sqmm, 1.1 kVac Grade,XLPE Material as per IS 7098 , Flat Strip Armouring CU Cable (50kW Inverter Output)	Meter	18
22	Cable	AC Cable	4C x 10 sqmm, 1.1 kVac Grade,PVC Insulated, Armoured CU Cable, As per IS 1554 (20 kW Inverter Output)	Meter	5

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23	Cable	AC Cable	4C x 6 sqmm, 1.1 kVac Grade,PVC Insulated, Armoured CU Cable, As per IS 1554 (12 kW Inverter Output)	Meter	130
24	Cable	AC Cable	3.5C x 35 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium	Meter	145
25	Cable	AC Cable	3.5C x 50 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium	Meter	196
26	Cable	AC Cable	3.5C x 95 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium	Meter	80
27	Cable	AC Cable	3.5C x 240 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium	Meter	215
28	Cable	Earthing Cable	1C x 16 sq.mm, Plain Annealed High Copper Flexible conductor, PVC Type D, Green Insulation. (For Inverter Body and PE earthing)	Meter	10
29	Cable	Earthing Cable	1C x 35 sq.mm, Plain Annealed High Copper Flexible conductor, PVC Type D, Green Insulation. (For Inverter Body and PE earthing)	Meter	15
30	Cable	Earthing Cable	1C x 6 sq.mm, Plain Annealed High Copper Flexible conductor, PVC Type D, Green Insulation. (For Inverter Body and PE earthing)	Meter	30
31	Cable	Communi-cation Cable	2P X 2C X 0.5 Sqmm unarmoured RS 485 Cable STP with conduit and fitting accessories (as per actual site condition)	Meter	50
32	Cable Laying Accessories	Cable Tray – Perforated Type (including couplers, clamps and accessories)	50 mm width x 50 mm depth, perforated hot dipped GI without cover (For AC Cable) Minimum 1.6 mm Thickness Minimum HDG 80 Microns	Meter	167
33	Cable Trench	AC Cable Trench	1.1kV 3.5CX XXX Sqmm cables – 900 mm depth X 300 mm width of trench with riddled sand, brick, warning tap and backfilling	Meter	340
34	Cable Crossing	Hume Pipe	200MM OD, NP3 Type, Hume Pipe	Meter	37
35	MC4 Connectors	MC4 Connectors	Male & Female Pair, compatible with 4/6 sqmm DC solar cable, 1000V, 30A rated Current, Protection Class – 2, IP68 Outward lock, Snap Fit Lock in, TUV Certified type as per EN 50521.	Nos	351
36	Earthing	Earth Pit	17.2 mm Diameter, 3 Mtr long Copper Bonded Rod with welded clamp, Weight of Rod 5.5 KG, with 290 Micron & Including Required all Accessories	Nos	36
37	Earthing	Earth Pit	Backfill Earthing Compound Bag (25 kg per Pit)	Nos	72
38	Earthing	Earth Pit	Cast Iron Chamber 300 mm (Length) X 300 mm (Width) Minimum Thickness -10 MM	Nos	36
39	Earthing	Earth Strip (including required	25 x 3 sqmm HDG strips for earthing for DC Minimum HDG 80 Microns	Meter	1530

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		hardware, dressing and insulators)			
40	Earthing	Earth Strip (including required hardware, dressing and insulators)	25 x 3 sqmm HDG strips for earthing for LA Minimum HDG 80 Microns	Meter	225
41	Earthing	Earth Strip (including required hardware, dressing and insulators)	25 x 6 sqmm HDG strips for earthing for AC Minimum HDG 80 Microns	Meter	275
42	Lightning Arrester	Lightning Arrester with all testing and mounting accessories	ESE type, protection level – IV with radius of protection of 107 mtrs, Mast height of 5 mtr on shed with required all accessories Insulator between Air terminal & GI Mast-1 Stay wire-20 mtr U Clamp-12 Nos. Ring fastners-3 Nos. Pin fasteners- 8 Nos. Inclusive Hook Fastening Arrangement-5 Nos. Mast with an arrangement of 2 Run of earth strip	Nos	6
43	Cable Accessories	Conduits & Accessories	32 & 50 mm Dia UPVC Conduit	Meter	1545
44	Cable Accessories	UV Protected Cable Ties	UV Protected Length (300mm Long X 3.6mm Width X 1.3mm Thickness) UV Protected [100 nos per Packet] Cable Ties	Meter	25
45	Cable Accessories	Ferrules	For 6 sq.mm – (A-Z), (0-9), 100 Nos. in each packet	Nos	75
46	Cable Accessories	Cable Tag	2 mm thick – Aluminium Cable Tag, for below mentioning FROM INVERTER – TO ACDB PANEL FROM ACDB PANEL – TO SOLAR LT PANEL FROM SOLAR LT PANEL – TO CLIENT'S EXISTING FEEDER PANEL	Nos	42
47	Cable Accessories	Lug for AC Cable	Cu/Al Lugs	Nos	182
48	Cable Accessories	Lug for AC Cable	Bimetallic Lugs	Nos	44
49	Sticker & Lables	Sticker for Inverter and ACDB	Sticker for Inverters (4 Inch Radium – Black Alphabet with Yellow Background), below mentioning INVERTER – X, ACDB, LT Panel	Nos	21
50	Fire & Safety	Fire Extinguisher	Powder Stored Pressure Fire Extinguisher (6 kg)	Nos	10
51	Miscellaneous	PU Foam	PU Foam 500 ml (1 bottle) (As per site requirement)	Nos	5
52	Miscellaneous	Paint	Red & yellow (each 1 litre) (Earthing Pit Nomenclature)	Nos	5
53	MMS	MMS Structure	MMS Structure for 18 Degree Tilt with SS fasteners & Bolts	Nos	11062

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54	MMS	MMS Structure	Anchor Bolts	Nos	2120
55	MMS	MMS Structure	Nos of Foundation	Nos	530
56	Foundation	Foundation	String Inverter Stand with Canopy	Nos	8
57	Foundation	Foundation	ACDB	Nos	3
58	Foundation	Foundation	Solar LT Panel	Nos	5
56	Foundation	Foundation	LA	Nos	6
60	Foundation	Foundation	WMS	Nos	1
61	MC S	Module Cleaning System	UPVC Conduits (Pipe Network with Nozzle at every third row and weather proof flexible hose for individual roof for sufficient length)	Nos	1205
62	MC S	Module Cleaning System	1000 Ltr Water Tank	Nos	2
63	Energy Meter	Bi directional Energy Meters	3 Phase 4 Wire*	Nos	5

17. * Technical Specifications for Bi-directional Meter (SI No.63 of BOQ)

Sl. No.	Descriptions	
1.	Meter Type	3 Phase 4 Wire
2.	Class of accuracy	Class 0.5s
3.	Voltage Rating	P-N: 240V (±30%)
4.	Current Rating	-/5(10)A
5.	Frequency	50 Hz ±5%
6.	Display	LCD display with backlit functionality
7.	Communication	Optical 1104 port, RS232 on RJ11
8.	Energy Registers	Forward Active, Reactive Leg, Reactive lead & Forwarded Apparent
9.	Maximum Demand Registers	Forwarded active & apparent energy
10.	MD Integration Period	15/30/60 Minutes (Configurable)
11.	Load Survey	kWh, kVArh,(Lag & Lead), kVAh, V1, V2, V3, L1, L2, L3 (Configurable)
12.	Push Button	Button for Scrolling, Scroll Lock/Page Mode, MD etc.
13.	Reading in absence of Mains	Through Internal primary battery (Included)
14.	Sealing	Provisions of Sealing on the meter

18. The contractor shall be responsible for supply of any other item required to accomplish the work even if it's not stated in the BOQ. The quantity of items such as junction box, anchor fasteners, screws, bolts and nuts, cable glands and lugs etc. may vary from the items prescribed in BOQ. Any increase in quantity for BOQ items or any item to be supplied other than BOQ, the contractor has to obtain prior approval from BRBNMPL. If the quantity is less than that of mentioned in the BOQ, the payment shall be made at actuals.

19. Performance Ratio (PR) & Final Acceptance Test (FAT)

AC Capacity: 272 kW

DC Capacity: 325.4 kWp

The following procedure shall be followed during conducting the Performance Ratio test & Final Acceptance Test:

1. All the equipment and instruments like pyranometers, multimeter, energy meters etc. required for measurement of parameters shall be provided by the contractor including access to web based portal for measurement of all the Parameters described in Clause 12, Plant Monitoring of Tender.
2. Calibrated equipment shall be used and calibration traceable to relevant Indian Standard or International Standard.
3. The test will be conducted for a period of 15 days rolling.
4. In the event the plant is not fully available for any day, the data set for that particular day will be skipped and the test will be extended for that period.
5. The Performance Ratio measured on-site shall be compared with the guaranteed performance levels provided by EPC contractor for the specified time period. E.g. if PR test is being conducted from 10th Oct to 25th Oct, then the reference Generation, Radiation & PR values shall be that of 15 days of Oct month from Contractor's submitted PVSyst Report/Monthly Generation Table.
6. Effect due to variation of meteorological parameters e.g. ambient temperature, wind speed, humidity etc shall not be considered.
7. Generation loss due to grid outage (or power evacuation system which is not in the scope of EPC Contractor). The measured global solar radiation of the period of the outage of the power evacuation system shall be excluded to calculate average global solar radiation for calculation of Performance ratio
8. Measure PR using following equation

$$\text{PR-meas} = \frac{(\text{E_meas})}{\text{PP} \times (\text{GTI-meas})}$$

9. The PR should be maintained more than 90% continuously for a period of 15 days. In case of any deviation, the FAT shall start again, from the date of occurrence of deviation, till such time, the required value of PR is achieved for a period of 15 days on a roll. If the deviation is caused by grid outage, inclement weather or any such causes not considered under contractor's scope, those days shall be omitted for calculation of PR.

Where,

- E_meas (kWh) – Measured energy exported to the grid.
- PP (kWp) – Installed DC peak power as measured under Standard Test Conditions.
- GTI-meas (kWh/sqm): Actual Total Tilted In-plane solar Irradiation measured by the Pyranometer.

SCHEDULE OF ITEMS AND MAKE OFFERED

Sl.No	Index	Item	Offered Make
1	Module	Solar Module	
2	Inverter	Solar String Inverter	
3	WMS	Weather Monitoring Device	
4	Junction Box	ACDB	
5	Junction Box	Solar LT Panel	
6	Cable	DC Solar Cables, 4 sqmm (Module of Inverters)	
7	Cable	AC Cable	
8	Cable	Earthing Cable	
9	Cable	Communication Cable	
10	Lightning Arrester	Lightning Arrester with all testing and mounting accessories	
11	Cable Accessories	Conduits & Accessories, UV Protected Cable Ties, Ferrules, Cable Tag, Lug for AC Cable,	
12	MMS	MMS Structure	
13	Earthing	Earth Strip (including required hardware, dressing and insulators)	
14	Miscellaneous	Items required for completing the installation	
15	MC S	Module Cleaning System	
16	--	Energy Meters	

The make offered shall be compulsorily mentioned in the table for the schedule of items and also in the price bid without which the offer is liable to be rejected.

Dated this _____ day of _____

For & on behalf of

(Signature of authorized signatory with date Name and designation)

COMPLIANCE STATEMENT - Quality control

Sl No	Requirement		Remarks, if any
1	Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW(DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni	Accepted	
2	All Electrical items supplied under this contract shall be of reputed make with ISI mark as applicable	Accepted	
3	The Electrical works shall be carried in accordance with applicable IE rules in force.	Accepted	
4	All Electric /Electronic Modules and gadgets should be of Standard make.	Accepted	
5	All major items shall be supplied along with their technical data sheet and catalogues.	Accepted	
6	The complete supply and installation shall comply with statutory requirements as applicable	Accepted	
7	FAT / FAC: The test will be conducted for a period of 15 days rolling. In the event the plant is not fully available for any day, the data set for that particular day will be skipped and the test will be extended for that period.	Accepted	

Dated this _____ day of _____

For & on behalf of

(Signature of authorized signatory with date Name and designation)

COMPLIANCE STATEMENT – COMMERCIAL

SI No	STATEMENT		Remarks, if any
1	Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW(DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni as per the specification given in Section VII above	Accepted	
2	Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW(DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni as per the specification given in Section VII above within 180 Days from the date of issue of LOI/NOA	Accepted	
3	Warranty clause as mentioned at NIT	Accepted	
4	Performance Security Clause as mentioned in tender (ref. Clause No.6 of GCC) 10 % of the total order value during Warranty and CAMC with additional two months claim period	Accepted	
5	Payment terms as mentioned at NIT	Accepted	
6	Validity of offer 120 days from date of opening of tender.	Accepted	
7	Liquidated Damage Clause as mentioned in tender	Accepted	
8	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) <u>and confirm that we don't have counter conditions.</u> We also understand that offer with counter conditions is liable for rejection.	Accepted	
9	We have also noted that BRBNMPL is not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry (ref. Section X)	Accepted	
10	We will abide by all the safety and security norms of BRBNMPL	Accepted	
11	Acceptance of GST Clause of Section III of Special Instructions to Tenderers (SIT) of referred against GIT Clause 12.8	Accepted	

- The work shall be carried out professionally, with efficient workmanship as per the industry standards.
- All major items shall be supplied along with their technical data sheet and catalogues.
- The complete supply and installation shall comply with statutory requirements as applicable.
- Any defect in quality of workmanship shall be corrected or re-worked to the satisfaction of BRBNMPL.

We _____(name of company) confirm that the product/service offered is as per the specification mentioned above and enclose herewith the catalogue/brochure. We also confirm that we enclosed and submitted price bid (part-II) for the offered item in the prescribed format of this tender.

Authorised signatory and stamp

MANDATORY DETAILS:

Sl. No.	Particulars	To be furnished [please attach the copies]
1.	GST No.	
2.	PAN No.	
3.	<p>MSE Registration, if any Registration with 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 / Acknowledgement / Portal Please specify:_____</p>	<p>Regn. No. _____</p> <p>Valid till: _____</p>
4.	NSIC Registration, if any	<p>Regn. No. _____</p> <p>Valid till: _____</p>

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

Signature of the Authorized Signatory & Stamp:

Section VIII: Quality Control Requirements

[Supplier/Bidders shall fill the following format and submit along with bid]

The items supplied under this contract shall be of following make and standards		
01	Solar Module	Waaree/Vikram/Premier/Renewsys/TATA/Gold i/Sova/BHEL/Navitas or equivalent Indian make
02	Solar String Inverter	Solis/ABB/Delta/Growatt/Sungrow/Huawei/SM A /equivalent Indian make
03	Weather Monitoring Device	IMT/f, IMT or Equivalent
E	Junction Box	<ul style="list-style-type: none"> LT Switchgear: - L & T /Schneider or Equivalent Make MFM Meter: - Secure or equivalent Instrument Transformer: - Automatic Electric / Alstom / Pragati or equivalent Make Surge Protection Devices: - Citel / Pheonix or Equivalent Make LED Indicating Lamps: - Teknik / Altos or Equivalent Make Cable Glands: - Comet / Cosmos or Equivalent Make PVC Insulated Copper wires for internal electrification: - Polycab or equivalent Other Accessories: - Reputed Make
05	Cable	Finolex/Polycab/Havells/KEI or Reputed
06	MC4 Connectors	Blizlink/Elmex/Reputed
07	Earthing	SGI/Ashlok/SABO/Reputed
08	Lightning Arrester	SGI/SABO/Hex/Reputed
09	AC Cable Trench/ Hume Pipe/ Cable Accessories/ Sticker & Lables / Fire Extinguisher/Energy Meters/ Miscellaneous	ISI or reputed

DECLARATION

We hereby declare that the equipment supplied shall meet the relevant IEC / IS / IEEE / Equivalent Standard. It is confirmed that I/We shall carry out the works as per technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted when asked for.

I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BRBNMPL Officers in charge.

Dated this _____ day of _____

For & on behalf of

(Signature of authorized signatory with date Name and designation)

Quality Requirements

Catalogue, technical data sheet, drawing, warranty etc, of the material supplied as per the manufacturer to be submitted.

Materials:

All the materials supplied and installed should be of highest quality having BIS certification, manufactured by reputed company and purchased from authorized dealer. The contractor shall provide documentary evidence to this effect, if called for. The materials used for the work by you are liable for rejection at any stage if found of substandard / poor quality.

All the items against which no make has been mentioned must confirm to ISI standards.

Mode(s), stage(s) and place(s) of the conducting inspection and tests of work: During execution and after completion of work

BRBNMPL is certified under ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018.

All the items against which no make has been mentioned must confirm to ISI standards.

Dated this _____ day of _____

For & on behalf of

(Signature of authorized signatory with date Name and designation)

Section IX: Qualification/ Eligibility Criteria

I. Experience & Past Performance:

Bidder shall have experience in successfully completed similar works **during last seven** years ending previous month with reference to tender date i.e. up to 31.10.2023, shall be either of the following:

Three similar completed works costing not less than the amount of value of 40% of estimated value i.e. Equal to **Rs.69.80 lakhs.**

OR

Two similar completed works costing not less than the amount of value of 50% of estimated value i.e. Equal to **Rs.87.25 lakhs.**

OR

One similar completed work costing not less than the amount of value of 80% of estimated value i.e. Equal to **Rs.139.60.00 lakhs.**

Note: Similar works means Supply, Installation, Testing & Commissioning of 272 KW or more capacity Solar Photovoltaic Power Plant.

Work orders or performance Certificate with corresponding Work Completion Certificate indicating a) Name of Work, b) Name of Client c) Actual Value of works on completion d) Actual date of completion e) Capacity of the Solar Power Plant installed

Note: This tender falls under the category of procurement of items/services related to public safety and critical equipment. Hence, No Relaxation in Prior Experience, Prior Turnover and No Purchase Preference applicable to Bidder of any stature.

Note: Work Order 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:

- Average Annual turnover of the bidder during last **Three (3) financial years ending 31/03/2022** should be more than **Rs.52.35 Lakhs.**
- Net Worth:** The net worth of the firm should not be **negative** as on **31/03/2022** and also should not have eroded by more than 30% year-on-year in the last three years, ending **31/03/2022.**

III. 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).

- All bidders are required to submit a self-certified statement of their turnover and net worth as per Table No.1 of “**Bidders Credentials Annexure-A**”.
- Bidder firms whose sales, turnover or gross receipts is more than ₹1 crore, are required to submit audited books of accounts (**with UDIN**). However, for firms whose cash receipts are limited to 5% of the gross receipts or turnover, and whose cash payments are limited to 5% of the aggregate payments, the threshold limit of ₹1 crore for tax audit is increased to ₹10 crore with effect from AY 2021-22 (FY 2020-21).
- Bidder firms for whom submission of audited books of accounts is not necessary as per the above criteria, may submit a statement of their turnover and net worth certified by a CA (**with UDIN**). or submit self-certified statement of their turnover and net worth

along with Income Tax (IT) Returns and ITR acknowledgements of last 3 Financial Years ending 31/03/2022 i.e., 2019-20, 2020-2021, and FY2021-22

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

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

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

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 31/03/2022.
- (iv) Either the Principal Manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.
- (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.

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.

IX. Other requirements:

- a) "Bidders Credentials" to be submitted as per Annexure -A
- b) The tenderer shall enclose a declaration regarding their blacklisting / debarment, if any, by BRBNMPL/Government of India/PSU in the past 5 years and "Confidentiality statement" duly signed and stamped as per Annexure-B.
- c) "GST Registration details" as per Annexure-C.
- d) "NEFT Mandate form" as per Annexure-D or NEFT details with copy of cancelled Cheque. [Existing vendors can submit the Xerox copy of earlier submitted document which shall include the signature of bank authorities].
- e) Bid Security Declaration as per Annexure- E or EMD as applicable.
- f) Declaration Regarding Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India as per Annexure-F
- g) Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable).
- h) The contractor should have valid PAN, GST registration copies and to be submitted the same.
- i) Filled in Section 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.
- l) All the pages of the tender should be signed and seal should be affixed for accepting the terms and conditions.

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 **Section IX: Qualification/ Eligibility Criteria** as mentioned above.

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

Section X: Tender Form

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

Date

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

Ref: e-Tender Enquiry No 13/SAL/MMD-MAINT/2022-23 dated 02/11/2023 for Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni

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 Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni (description of goods and services) in conformity with your above referred document for the sum **as submitted in the financial bid**, 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 **(10% of Total Contract value)** 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)

Section XI: Price Schedule**Proforma of Price Bid for Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni**

From :

Date:

M/s.....

To,
The Chief General Manager,
BRBNMPL, Salboni – 721 132

Dear Sir,

Price Schedule / Bid to
be uploaded **ONLINE** in
MSTC PORTAL

Sub: Price bid for “Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW(DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni”

Ref: Your e-Tender No 13/SAL/MMD-MAINT/ 2021-22 dated 02/11/2023

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

(All figures in INR)

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	<u>Refer BOQ</u>			A	B	C	D=B x C	E = D X A
01	Solar Module: 450 Wp Mono-CRYSTALLINE MODULE Dimensions: - 2094x1038x35 mm Cable length: N 500 mm /P 500 mm		Nos	Max 728				

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

e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI**e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023**

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
02	Solar String Inverter: 30KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port		Nos	1				
03	Solar String Inverter: 50KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port		Nos	3				
04	Solar String Inverter: 20KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port		Nos	1				
05	Solar String Inverter: String Inverter 12KW, 1100V system, 400V AC output voltage, DC & AC side Surge Arrester type -II, with RS 485 communication port		Nos	6				
06	Weather Monitoring Device: Si-RS485TC-2T Solar cell base irradiance Sensor, module temperature, ambient sensor,		Nos	1				
07	Weather Monitoring Device: Shield Tamb-Si Weather protection Shield for Tamb-Si with structure part to Install.		Nos	1				

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Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
08	Junction Box -ACDB: a. 1 in / 1 out ACDB with 1 Nos.- 4P,63A,36kA MCB with O/C & S/C Protection & Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -400 V- 1 No. Detailed Specifications as per BOQ Sl.No.8		Nos	1				
09	Junction Box -ACDB: a. 2 in / 1 out ACDB with 2 Nos.- 4P,100A,25kA MCCB with O/C & S/C Protection & 1 Nos.- 4P,200A,36kA MCCB with O/C & S/C Protection Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. Detailed Specifications as per BOQ Sl.No.9		Nos	1				
10	Junction Box -ACDB: a. 1 in / 1 out ACDB with 1 Nos.- 4P,100A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. Detailed Specifications as per BOQ Sl.No.10		Nos	1				

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Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
11	Junction Box -ACDB: a. 1 in / 1 out ACDB with 1 Nos.- 4P,40A,36kA MCB with O/C & S/C Protection & Earth Fault Protection b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. Detailed Specifications as per BOQ Sl.No.11		Nos	1				
12	Junction Box -ACDB: a. 2 in / 1 out ACDB with 2 Nos.- 4P,32A,25kA MCB with O/C & S/C Protection Incomer Side & 1 Nos.- 4P,50A,36kA MCB with O/C & S/C Protection & Earth Fault Protection Outgoing Side b. AC SPD type 1+2, – 3 Phase -415 V- 1 No. Detailed Specifications as per BOQ Sl.No.12		Nos	3				
13	Junction Box - Combiner Panel: a. 3 in / 1 out Combiner Panel b. Busbar – 4P,125A,36 KA Aluminum Busbar @ 5 C Degree, 1 Sec @ current density ρ-0.8 Detailed Specifications as per BOQ Sl.No.13		Nos	1				
14	Junction Box- Solar LT Panel: 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,63A,36kA MCB with O/C & S/C Protection & Earth Fault Protection Specifications as per BOQ Sl.No.14		Nos	1				

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e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
15	Junction Box- Solar LT Panel: 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,200A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection Detailed Specifications as per BOQ Sl.No.15		Nos	1				
16	Junction Box- Solar LT Panel: 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,100A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection Detailed Specifications as per BOQ Sl.No.16		Nos	1				
17	Junction Box- Solar LT Panel: 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,40A,36kA MCB with O/C & S/C Protection & Earth Fault Protection Specifications as per BOQ Sl.No.17		Nos	1				
18	Junction Box- Solar LT Panel: 1 in / 1 out Solar LT Panel with 1 Nos.- 4P,160A,36kA MCCB with O/C & S/C Protection & Earth Fault Protection		Nos	1				
19	DC Solar Cables: 4 sqmm (String to 20Inverter)1C x 4 sqmm Solar Cable 1.5 kV-DC, XLPO/XPLE-R Annealed Tinned Flexible Copper Conductor Class-5, As per 2014		Meter	4562				
20	AC Cable: 4C x 16 sqmm, 1.1 kVac Grade,PVC Insulated, Armoured CU Cable, As per IS 1554 (30kW Inverter Output)		Meter	5				

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Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
21	AC Cable: 4C x 35 sqmm, 1.1 kVac Grade,XLPE Material as per IS 7098 , Flat Strip Armouring CU Cable (50kW Inverter Output)		Meter	18				
22	AC Cable : 4C x 10 sqmm, 1.1 kVac Grade,PVC Insulated, Armoured CU Cable, As per IS 1554 (20 kW Inverter Output)		Meter	5				
23	AC Cable: 4C x 6 sqmm, 1.1 kVac Grade,PVC Insulated, Armoured CU Cable, As per IS 1554 (12 kW Inverter Output)		Meter	130				
24	AC Cable : 3.5C x 35 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium		Meter	145	<div>Price Schedule / Bid to be uploaded ONLINE in MSTC PORTAL</div>			
25	AC Cable : 3.5C x 50 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium		Meter	196				
26	AC Cable : 3.5C x 95 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium		Meter	80				
27	AC Cable : 3.5C x 240 sqmm, 1.1 kVac Grade, XLPE Material as per IS 7098, Flat Strip Armouring, Plain Annealed Aluminium		Meter	215				

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
28	Earthing Cable :1C x 16 sq.mm, Plain Annealead High Copper Flexible condutor, PVC Type D, Green Insulation. (For Inverter Body and PE earthing)		Meter	10				
29	Earthing Cable :1C x 35 sq.mm, Plain Annealead High Copper Flexible condutor, PVC Type D, Green Insulation. (For Inverter Body and PE earthing)		Meter	15				
30	Earthing Cable :1C x 6 sq.mm, Plain Annealead High Copper Flexible condutor, PVC Type D, Green Insulation. (For Inverter Body and PE earthing)		Meter	30				
31	Communication Cable :2P X 2C X 0.5 Sqmm unarmoured RS 485 Cable STP with conduit and fitting accessories (as per actual site condition)		Meter	50				
32	Cable Tray - Perforated Type;; 50 mm width x 50 mm depth, perforated hot dipped GI without cover (For AC Cable)Minimum 1.6 mm Thickness Minimum HDG 80 Microns		Meter	167				
33	AC Cable Trench :1.1kV 3.5CX XXX Sqmm cables - 900 mm depth X 300 mm width of trench with riddled sand, brick, warning tap and backfilling		Meter	340				
34	Cable Crossing -Hume pipe:200MM OD, NP3 Type, Hume Pipe		Meter	37				

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e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
35	MC4 Connectors : Male & Female Pair,compatible with 4/6sqmm DC solar cable, 1000V , 30A rated Current, Protection Class - 2, IP68 Outward lock, Snap Fit Lockin, TUV Certified type as per EN 50521.		Nos	351				
36	Earth Pit :17.2 mm Diameter, 3 Mtr long Copper Bonded Rod with welded clamp, Weight of Rod 5.5 KG, with 290 Micron & Including Required all Accessories		Nos	36				
37	Earth Pit :Backfill Earthing Compound Bag (25 kg per Pit)		Nos	72				
38	Earth Pit : Cast Iron Chamber 300 mm (Length) X 300 mm (Width) Minimum Thickness -10 MM		Nos	36				
39	Earth Strip : 25 x 3 sqmm HDG stips for earthing for DC Minimum HDG 80 Microns		Meter	1530				
40	Earth Strip : 25 x 3 sqmm HDG stips for earthing for LA . Minimum HDG 80 Microns		Meter	225				
41	Earth Strip :25 x 6 sqmm HDG stips for earthing for AC. Minimum HDG 80 Microns		Meter	275				
42	Lightning Arrester with all testing and mounting accessories		Nos	6				
43	Cable Accessories : Conduits & Accessories, Ferrules, Cable Tag, Lug for AC Cable, etc. as per BOQ (Sl. No 43-sl.no 48)		Lot	01				

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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

e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI

e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	<u>Refer BOQ</u>			A	B	C	D=B x C	E = D X A
44	Sticker for Inverter and ACDB: Sticker for Inverters (4 Inch Radium - Black Alphabet with Yellow Background), below mentioning INVERTER - X, ACDB, LT Panel		Nos	21				
45	Fire Extinguisher: Powder Stored Pressure Fire Extinguisher (6 kg)		Nos	10				
46	MMS Structure: MMS Structure for 18 Degree Tilt with SS fasteners & Bolts, Anchor Bolts, Nos of Foundation etc., as per BOQ (Sl. No 53-sl.no 55)		Lot	01				
47	Foundation: String Inverter Stand with Canopy, ACDB, Solar LT Panel, LA, WMS as per BOQ (Sl. No 56-sl.no 60)		Lot	01				
48	Module Cleaning System: UPVC Conduits (Pipe Network with Nozzle at every third row and weather proof flexible hose for individual roof for sufficient length) with 1000 Ltr Water Tank -02 NOS		Lot	01				
49	Energy Meters: Bi Directional (As per the Specifications mentioned at Sl. No.63 of BOQ)		Nos	05				
50	Miscellaneous: Engineering, Civil works and PU Foam, Paint etc		Lot	01				
51	Erection, Installation and commissioning charges for 272 KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank		Lot	01				

Price Schedule / Bid to
be uploaded **ONLINE** in
MSTC PORTAL

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Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSN/SAC code	UOM	Qty.	UNIT Rate (Inclusive of all)	GST Rate @..... (%)	Unit Rate Inclusive GST Amount	Total Price (Rs.) (Inclusive of all)
	Refer BOQ			A	B	C	D=B x C	E = D X A
	(Grid Interactive) in different locations at BRBNMPL Salboni							
52	Grand Total Amount							
Grand Total Amount in Rupeesonly								

Note: Contractor shall abide by the following conditions. Otherwise, price bid shall be summarily rejected**L1 determination of Bids**

The bidders shall be evaluated and compared on the overall cost quoted **(Overall L1)**; Grand total mentioned at Sl No. 52 which includes, supply, Liaising, Installation & Commissioning.

Important Points

1. Applicable tax deduction at source will be made for installation and commissioning charges.
2. Price with condition(s) shall be liable to be rejected.
3. Price should be quoted in MSTC Portal exactly as per the format or else it is liable to be rejected.
4. Prices should be all inclusive.
5. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
6. We confirm that the **quoted price is inclusive of all statutory levies, GST, duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at your Site/Press and is firm.**
7. We confirm that we will abide by all the tender terms & conditions of tender, above scope of work and we do not have any counter conditions.
8. We confirm that tendered item will be supplied as per specification and tender conditions.
9. 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.

10. 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
11. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to clause 9 and 10 above.
12. 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 / email. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

General Note:

- (i) BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- (ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- (iii) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- (iv) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

Signature of
Thanking you,
Yours faithfully,

(.....)
Name & Signature with date

Seal

Firm:

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 up to	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: MSE's-2012 /Class-I Local Supplier MII-2017 The Bidder has to up front declare the status clearly under which category is the bidder opts to claim the Purchase Preference Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	
10	Are you registered with central Purchase Organisation (CPO)?	
11	Status:	

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED <i>(Wholly owned subsidiary of Reserve Bank of India)</i> RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023		
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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
b	If, YES indicate the date up to which you are registered with Registration Number (Copy of registration to be enclosed)	
c	If, YES whether there is any monetary limit imposed on your registration	
d	Are you currently registered under the Indian Companies Act, 2013 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	Yes/No
12.	Please indicate name & full address of your Banker(s) and enclose Bank Mandate Form:	
13.	Whether the price Bid is signed and submitted as part II kept in sealed cover with clear superscription on the envelope marking Tender details?	Yes/No
14.	Whether required EMD / Bid security declaration in place of EMD is submitted along with the technical bid.	Yes/No
15.	Whether all sections and pages of technical bid accepted, signed, numbered and submitted as Part I	Yes/No
16.	We _____ name of the company confirm that we abide by all the terms & conditions of this tender and we don't have any counter conditions.	ACCEPTED
17.	Necessary supporting documents/credentials fulfilling the criteria of the respective provisions of GOI policies under MSE-2012 / MII-2017 / Start-up, if eligible and if applicable, as per terms and condition of the Tender have been submitted along with the tender (Technical Bid).	Yes/No
18.	Further, I/We also understand that if I/We do not fall under any of the Categories mentioned above, my/our Bid/Tender will be evaluated by BRBNMPL in the normal/usual manner without granting any benefits/exemptions under Government Policies as indicated above	Yes/No

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)

Section XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No dated

We,,who are proven and reputable manufacturers of (Name and description of the goods offered in the tender) having factories at hereby authorize Messrs..... (Name and address of the authorized dealer/distributor/representative) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

*We further confirm that no supplier or firm or individual other than Messrs..... (Name and address of the authorized dealer/distributor/representative) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document and also under take to abide by other tender terms and conditions.

Yours faithfully,

.....

.....

[Signature with date, name and designation]

For and on behalf of Messrs

(Name & address of the manufacturers)

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

*Please strike out whichever is not applicable

SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

_____ [Insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date: -----

Performance Guarantee No. _____

Date.....

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

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

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

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

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

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

This guarantee will remain in force for a period of sixty days after the date of all Contractual obligations by the Contractor and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

SECTION XVI: CONTRACT FORM

(Address of BRBNMPL's office issuing the contract)

Contract No dated

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

1. Name & address of the Supplier:
2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL
3. Supplier's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the supplier and BRBNMPL in connection with this tender
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - a. General Conditions of Contract;
 - b. Special Conditions of Contract;
 - c. List of Requirements;
 - d. Technical Specifications;
 - e. Quality Control Requirements;
 - f. Tender Form furnished by the supplier;
 - g. Price Schedule(s) furnished by the supplier in its tender;
 - h. Manufacturers' Authorisation Form (if applicable for this tender);
 - i. BRBNMPL's Notification of Award

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

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

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

Total value (in figure) (In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

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

(v) Destination and dispatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

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

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DIFFERENT LOCATIONS AT BRBNMPL, SALBONI

e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023

For and on behalf of

Received and accepted this contract

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

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

**SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID
OPENING**

(Refer to clause 24.2 of GIT)

To,
The Chief General Manager
Bharatiya Reserve Bank Note Mudran Private Limited
P.O. RBNML - 721132, Salboni,
Dist. Paschim Medinipur, West Bengal.

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

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

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

Note:

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

Signature of bidder with date and seal /
Officer authorised to sign bid document on behalf of the bidder

Annexure-A

Bidder's Credentials

{The bidder is advised to submit the details below along with relevant mandatory documents. All the documents to be signed with proper seal by 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 (Please tick)
a.	2019-20				
b.	2020-21				
c.	2021-22				
Avg. Annual Turnover->					
Required Average Annual Turnover ->		Turnover >= Rs. 52.35 Lakh			

Note (if any):

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

(During last Seven years ending 31/10/2023)

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

Note:

- (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.

2. Details of Tender Fee and Earnest Money Deposit:

Sl. No.	Particulars	Tender Fee	Earnest Money Deposit
a.	Amount:	NIL	Rs. 3,50,000/-
b.	DD/BC/NEFT/RTGS transaction/BG No. and date/ Other Electronic Modes using UPI id/ UPI QR code		
c.	Drawn on Bank: Branch :		
d.	Valid up to:		
e.	Original instruments submitted (Y/N)		
f.	Exempted (if any) under:-		
g.	Remarks		

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

- Annexure-B [regarding blacklisting / debarment and confidentiality statement]
- Annexure-C "GST Registration details"
- Annexure-D "NEFT Mandate form"
- Annexure-E "Bid security declaration" or EMD as applicable.
- Annexure-F "Declaration Regarding Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India"
- 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)
- Filled in Section VII: Compliance statement – Techno-commercial.
- Filled in Section XII: Questionnaire.
- 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.
- Manufacturer's Authorization Form (applicable only if bidder is not a Principal Manufacturer/OEM).

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

(Authorised Signatory of the bidder firm with date)

(Seal)

Annexure-B

To Whomsoever It May Concern

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

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

[Please strikeout whichever statement is not applicable]

Dated this _____ day of _____

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

Name of Authorized Signatory:

Designation:

Confidentiality Statement

“The information, which is contained in this document will not, in whole or in part be reproduced, transferred to other documents/electronic media or disclosed to others without written consent of BRBNMPL”. We shall also undertake to 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)

Annexure-C

GST Registration details

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

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

(Authorised Signatory of the bidder firm with date)

(Seal)

Annexure-D

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

Model Mandate Form

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

Name of the Scheme and the periodicity of payment

No.

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

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

(.....)
Signature of the Customer

Date:

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

Bank's Stamp

Date:

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

ANNEXURE-E

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

BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT

To

The Chief General Manager,

BRBNMPL, Salboni.

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

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned "Tender/Work" from the BRBNMPL Portal.

2. I/We understand that according to terms and conditions of this tender, bid must be supported by a bid security, which may be in the form of Bid Security Declaration.

3. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the period of validity or if I/We are awarded the contract and I/We fail to sign the contract (NoA / LoI / P.O. / W.O. / Agreement etc.) or to submit a performance security before the deadline defined in the request for bids document then I/We will be suspended for the period of 1 (ONE) year from being eligible to submit Bids to BRBNMPL, 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: _____ Signature: _____

Date: _____ Name: _____

Designation: _____

Authorized Signatories

Seal

Annexure-F

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

To,
The Chief General Manager
BRBNMPL, Salboni.

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

Ref: Tender no. _____

Dear Sir,

I/We declare that

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

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

Further I/We declare that

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

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

Place: _____ Signature: _____

Date: _____ Name: _____

Designation: _____

Authorized Signatories

Seal

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

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 who is capable of manufacturing tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
6. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & Tender fees.
7. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro &

Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.

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

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

18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
19. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs

owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.

20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- In case of Proprietary MSE, proprietor(s) shall be SC/ST
- In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters

21. **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ST entrepreneurs. MSE owned by Women is defined as:

- In case of Proprietary MSE, proprietor(s) shall be Women
- In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
- In case of Private Limited Companies, at least 51% share shall be held by Women promoters

22. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM* on the **Company/ Firm's letter head as per the format specified in Annexure -5.**

Annexure-2

CONDITIONS FOR START-UP COMPANIES

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

Annexure-3

Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017'

1. As per the revised Order, suppliers have been classified as 'Class-I Local Supplier', 'Class-II Local Supplier' and 'Non-Local Supplier' as defined below *(para 2 of order)*: -
 - 'Class-I Local Supplier' - supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - *shall get purchase preference* provided quoted price falling within margin of price preference i.e. within L1 + 20%
 - 'Class-II Local Supplier' - supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - *shall not get any purchase preference*
 - 'Non-Local Supplier' - supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - *shall not get any purchase preference*
2. Other important definitions *(para 2 of order)*: -
 - 'Local content'- means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent
 - 'Margin of purchase preference' – means the maximum extent to which the price quoted by a 'Class-I Local Supplier' can be above L1 price for the purpose of purchase preference. The margin of purchase preference shall be 20%
3. Different procurement scenarios in procurement of Goods, Services or Works *(para 3)*: -

S/N	Scenario	Tender Type	Tender value	Eligible bidder	Relaxation/ Purchase preference
1	There is sufficient local capacity and competition	OTE/NCB	Any value	'Class-I Local Supplier'	<ul style="list-style-type: none"> • Relaxation (as per para 10 (a) and (b) of order) • No Purchase preference
2	There isn't sufficient local capacity and competition	OTE/NCB	< ₹200 Crore	'Class-I Local Supplier' 'Class-II Local Supplier'	<ul style="list-style-type: none"> • Relaxation (as per para 10 (a) and (b) of order) • Purchase preference to Class-I local supplier
		GTE/ICB	Any value*	'Class-I Local Supplier' 'Class-II Local Supplier' 'Non-Local Supplier'	<ul style="list-style-type: none"> • Relaxation (as per para 10 (a) and (b) of order) to Class-I and Class-II Local Suppliers • Purchase preference to Class-I local supplier

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

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

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

- If L1 is 'Class-I Local Supplier' – 100% awarded to L1
- If L1 is *not* 'Class-I Local Supplier' – 50% awarded to L1
 - Remaining 50% awarded to lowest bidder among 'Class-I Local Supplier' falling within L1+20% subject to matching L1 price
 - If unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I Local Supplier' bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is left uncovered on 'Class-I Local Supplier', then such balance quantity can be ordered on the original L1 bidder

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

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

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

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

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

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

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

False declarations will be breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

7. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

8. Relaxations in Eligibility Criteria (Para 10 (a) & (b) of DPIIT) order)

9. Besides above, the bidders have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM* on the **Company/ Firm's letter head as per the format specified in Annexure -5.**

Annexure-4**PROCEDURE TO BE ADOPTED WHEN THE BIDDER QUALIFIES AS BOTH MSE AND CLASS-I LOCAL SUPPLIER**

The option in case of bidders qualifying under both Policies, namely, Public Procurement Policy for MSEs Order, 2012 (MSEs-2012) and Public Procurement (Preference to Make in India) Order, 2017 (MII-2017) shall be exercised as under:

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

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

L1 bidder is neither MSE nor Class-I Local Supplier

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

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

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

b. Divisible item

L1 bidder is neither MSE nor Class-I Local Supplier

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

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

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

Note:

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

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

Annexure-5

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

(To be filled in the Company letter head)

Date:

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

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED <i>(Wholly owned subsidiary of Reserve Bank of India)</i> RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 272KW (AC CAPACITY)/325.4 KW (DC CAPACITY) ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT, WITHOUT BATTERY BANK (GRID INTERACTIVE) IN DIFFERENT LOCATIONS AT BRBNMPL, SALBONI e-TE No.013/SAL/MMD-MAINT/2023-24 dated 02/11/2023		
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Sl. No.	Particulars	Details
9	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender

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

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

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

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

B. Categorization of Start-up Companies

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

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

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

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

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

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

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

.....

Authorized Signatory

(With Company Seal & Signature)

Annexure - 6

PERFORMANCE BANK GUARANTEE ISSUED ON BEHALF OF HOLDING COMPANY FOR SATISFACTORY PERFORMANCE OF CONTRACT BY ITS SUBSIDIARY COMPANY

(Name of the Bank and Address of the issuing branch) Date: _____

Name and Address of the Beneficiary:

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

Name / Number of Tender/Contract: _____

Performance Bank Guarantee No.: _____

Performance Bank Guarantee Value: _____

Performance Bank Guarantee Validity: _____

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

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

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

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

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

This Guarantee shall apply and be supplemental to the Contract as amended, modified or varied by you and the Bidder from time to time. The Holding Company hereby authorizes the Bidder to agree to any such amendment, modification or variation, the due performance and compliance with which the Bidder is guaranteed herein. The

Holding Company's obligations and liabilities under this Guarantee shall not be discharged by any allowance of time or other indulgence whatsoever.

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

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

Signature of the authorized officer of the Bank

_____ (Name)

_____ (Designation)

Seal and Address of the Bank

Annexure - 7

ON THE LETTER HEAD OF THE HOLDING COMPANY

Ref.:- _____

Date: _____

To,
Bharatiya Reserve Bank Note Mudran (P) Limited,
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, _____ ("**Bidder**"), who is participating in the tender floated by you bearing no. _____ for the supply of _____ ("**Tender**").

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

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

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

_____ (Name)

_____ (Designation)

Enclosures: -

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

Annexure-8: Model Clauses for Tenders

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Tender" will include other forms of procurement, except where the context requires otherwise.
4. "Bidder from a country which shares a land border with India" means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. The beneficial owner for the purpose of 4 above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - 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.

PROFORMA OF SERVICE LEVEL AGREEMENT (SLA)

(To be executed on non-judicial Stamp Paper)

This agreement made this.....day of2023 between BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED, SALBONI.(hereinafter referred to “Owner or BRBNMPL, SALBONI which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part andhaving its Registered office at(hereinafter referred to as “Contractor” or”X”name of the Contracting Company which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

a) Purpose of this agreement

The purpose of this SLA is to clearly define the levels of service to be provided by the contractor to the BRBNMPL SALBONI for the duration of this contract or until modified by amendment in this SLA with mutual agreement.

This service level agreement sets out what levels of availability and support to the client is guaranteed and also explains what penalties shall be applied to the contractor if it fails to meet the desired levels.

The SLA forms an important part of the contract between the client and the contractor. It aims to enable the two parties to work effectively.

b) Description of services provided

The contractor shall provide services as given in the tender document under the head ‘Specification and Scope of work’ and given as under: -

The Contractor shall be required to provide the Support Services i.e. **“Supply, Installation, Testing & Commissioning of 272 KW (AC Capacity)/325.4KW (DC Capacity) Rooftop Solar Photovoltaic Power Plant, without battery bank (Grid Interactive) in different locations at BRBNMPL Salboni”**

To achieve the desired Service Levels, the Contractor may need to interact, coordinate and collaborate with the other Service Providers as required. The Contractor shall act as the Single Point of Contact for all issues relating to the Service Levels. The Contractor shall have the responsibility to deal with his material supply vendors (during warranty period) /other vendors as selected by utility during the AMC period as the case may be, to provide the services at agreed service levels.

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

Basis of Penalty	Penalty Benchmark	Penalty Value
Delay in work	Expiry of the Work order Contract tenure	0.5% of per week of contract value (Maximum 10% of the contract Value Overall)

d) Confidentiality

The Contractor shall agree not to disclose or reveal any confidential information written consent of the Authority, at any time. This shall not apply to information.

- Already in the public domain otherwise than by breach of this Contract.
- Already to the possession of the receiving party before it was received from the office party in connection with this Contract and which was not obtained under any obligation of confidentiality; or
- Obtained from a third person who is free to develop the same and which was not obtained under any obligation of confidentiality.

The Contract shall, whenever required take necessary steps to ensure that all persons employed by it, under this Contract comply with the Indian Official Secrets Act 1923 (XIX of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

No photographs of the Facilities or System or any part there of or equipment employed thereon shall be taken or permitted by the Contractor to be taken by any of its employees without the prior approval of Authority in writing and no such photographs shall be published or otherwise circulated without the approval of the Authority.

e) Assignment

The Contractor shall not subcontract the whole of the Contract or a substantial part thereof. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the operations without the prior consent of the Authority. Any such consent shall not relieve the Contractor from any liability or obligations under the Contract and it shall be responsible for the acts, defaults and neglects of any subcontractor, its agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents or workmen.

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

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

g) Default of Contractor**Event of Default**

- At any time after the Commencement Date, the BRBNMPL representative may investigate each case where the Contractor has failed to properly perform the operations in accordance with this Contract. The Engineer shall issue a notice to the Contractor, instructing him to rectify the failure within a reasonable time.
- An event of default on the part of its Contractor being unable to fulfill its services obligations under the Contract shall be deemed as a serious default and is said to have occurred doubts any of the following causes.
- The BRBNMPL representative certifies to the Authority with a copy to the Contract that in its opinion the Contractor has repudiated the Contract.

Without reasonable excuse has failed to commence Operations in accordance with the Contract and pursuant to the Commencement date; or failed to complete the Operations within the time stipulated for completion.

- d) Gross misconduct of the Contractor
- e) Despite previous warning in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract.
- f) Contractor persistently fails to follow. Good operating practices in execution of the Contract.
- g) If the Contractor changes the use to which any part or whole of the Site is put or initiates a variation without the required approval of the Engineer.
- h) The Contractor stops providing the operation for one day and the stoppage has not been authorized by BRBNMPL, salboni.
- i) The concern department gives notice that failure to correct a particular defect is a breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the authority.
- j) If the Contractor is in breach of any law or statute governing the operations.
- k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Authority.

Consequences of Default

- a) It is a default by the Contractor is said to have occurred pursuant to the Authority may after giving three days' notice to the Contractor enter upon the Site, the facilities and / or system and terminate the Contract without thereby releasing the Contractor from any of its obligations under the contract, or affecting the rights and authorities conferred on the Authority by the Contract. The Authority may use so much of the Contractor's equipment, temporary works and materials as it may think proper.
- b) If the Contract is terminated because of a Contractor's event of default, the Authority shall be entitled to invoke the Security Deposit and carry out the operations through a successor Contractor or departmentally and at the risk and cost of the Contractor. If the total amount due to the Authority exceeds any payment due to the Contractor the difference shall be a debt payable to the Authority,
- c) If the Contract is terminated because of a Contractor's event of default, all materials on the site, plant, equipment and temporary works shall be deemed to be the property of the Authority.
- d) Unless prohibited by law, the Contractor shall, if so instructed by the authority within 3 days of such entry and terminated referred to, and assigns to the Authority the benefit of any Contract for the supply of any goods or materials or operations which the contractor may have entered into for the purposes of the contract.

h) Risks, Indemnification's & Insurance**I. Risks**

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

II. Indemnification

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

III. Insurance

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

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

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

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

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

i) Force Majeure**I. Force Majeure Events**

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

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

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

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

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

I. Consultation and Duty to Mitigate

For so long as the period of Force Majeure is continuing the affected party shall consult with the other parties on the period and effect of the Force Majeure event, and the affected party shall use all reasonable endeavors to alleviate its effects on the performances of its obligations under this contract. The other party shall afford reasonable assistance to the affected party to alleviate the effect of the Force Majeure event on the performance by the affected party of its obligations under this Contract. The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the same during the subsistence of such Force Majeure Event.

II. Consequences of Force Majeure

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

j) Resumption of Performance

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

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

k) BREACH OF SLA:

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

- The contractor should reply to the notice within three working days.
- If the BRBNMPL SALBONI is not satisfied with the reply, then BRBNMPL SALBONI shall initiate termination of the contract proceedings as per the tender document.

l) MONITORING AND REVIEW/ AUDITING:

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

m) SLA AMENDMENT:

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

n) CONTRACT AND SLA:

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

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

:

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

Check List for Tenderers	
Please ensure that	
1	<p>The First sealed cover (Part I) should contain :-</p> <ol style="list-style-type: none"> All the pages of tender document duly sealed & signed. Signed copies of Section II - GIT & Section IV GCC Proforma of (Section X: Tender Form) is completely Filled & signed. Section VII-Compliance statement for Technical Specifications to be signed, stamped and submitted. Section VIII – Quality Control Requirements to be filled & signed. Documents in support of Qualification/Eligibility criteria (Section IX), Section XII: Questionnaire & Section XIV – Manufacturer’s Authorization certificate. Proof of EMD or Bid security declaration as per Annexure – E along with Annexure – A, B, C, D & F mentioned in the tender. Enclose all Annexures 1-8 as applicable. Copies of GST, PAN No., MSME (if applicable) etc. to be submitted. Price Indication in this Part-I is liable for rejection.
2	<p>Price Bid (Part-II) should contain :-</p> <p>Price bid as per Section-XI (Price schedule) to be submitted Online at www.mstcecommerce.com against MSTC Event No. BRBNMPL/SALBONI PRESS/MMD/18/23-24 /ET/20 [SITC OF 272KW ROOFTOP SOLAR]</p>
3	<p>All Correspondences should be addressed to:</p> <p>The Chief General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd, PO: RBNML, Salboni – 721 132 Dist.: Midnapore (West) West Bengal</p>

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