

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****OPEN TENDER ENQUIRY (OTE) - NATIONAL COMPETITIVE BIDDING
(NCB)****Standard Bidding Document (SBD)**

(Procurement of Goods / Services)

SAL/FF/PUR/F/01/08

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned Subsidiary of Reserve Bank of India)*

RBNML (PO), Salboni - 721 132.

Dist. – Midnapore (West), West Bengal

Phone: 03227-280317/280176; Fax: 03227- 280222, 280744

CIN: U22213KA1995PTC017100, GST No: 19AAACB8111E1Z2

Website: www.brbnmpl.co.in; Email: salbonipress@brbnmpl.co.in**Not Transferable****Security Classification: Non-Security (Capital)****e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV
SYSTEM AT BRBNMPL, SALBONI****e-Tender No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****MSTC Event No. BRBNMPL/Salboni Press/MMD/32/23-24/ET/51[SITC OF IP ICCTV SYSTEM]**This tender document contains **217** pagesThe tender document is to be downloaded from website www.mstcecommerce.com

Last Date & Time for submission of tender	19/04/2024 up to 11:00AM
Tender opening Date & Time	19/04/2024 at 11:30 AM
Cost of Tender document	NIL (MSTC Transaction Fee is applicable)
Earnest Money Deposit (EMD) (Exempted bidders are required to submit Bid Securing declaration in lieu of EMD as per Annexure-7)	₹20.00 Lakh

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri AMITAV MISHRA

Designation: Deputy General Manager

Address : BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED**(Wholly owned Subsidiary of Reserve Bank of India)****RBNML (PO), Salboni - 721 132****Dist. – Midnapore (West), West Bengal****Phone : 03227 – 280176 / 280317; Fax: 03227- 280222, 280744****Email : salbonipress@brbnmpl.co.in**

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BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****CONTENTS OF THIS TENDER ENQUIRY**

Section I	Notice Inviting Tender (NIT)	Enclosed
Section II	General Instructions to Tenderers (GIT)	Enclosed
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specifications	Enclosed
Section VIII	Quality Control Requirements	Enclosed
Section IX	Qualification Criteria	Enclosed
Section X	Tender Form	Enclosed
Section XI	Price Schedule	Enclosed
Section XII	Bidder Information	Enclosed
Section XIII	Bank Guarantee for EMD	Enclosed
Section XIV	Manufacturer's Authorization Form	Enclosed
Section XV	Bank Guarantee Form for Performance Security	Enclosed
Section XVI	Contract Form	Enclosed
Section XVII	Letter of Authority for attending a Bid Opening	Enclosed
Section XVIII	Eligibility Declarations	Enclosed
Section XIX	Proforma of Bills for Payments	Enclosed
Section XX	Proforma for Pre-Contract Integrity Pact	Enclosed
Annexure - 1	Explanatory Note on Public Procurement (Preference to Make in India) Order, 2017	For information of Bidder
Annexure - 2	Procedure for Purchase Preference under Make in India Order, 2017	
Annexure - 3	Explanatory Note on Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012	
Annexure - 4	Support to Start-Up Enterprises	
Annexure - 5	Concurrent application of MSEs Order, 2012 and Make in India Order, 2017	
Annexure - 6	Restrictions on Public Procurement from countries sharing land border with India	
Annexure - 7	Bid Securing Declaration in lieu of EMD/Bid Security	To be filled and submitted as part of Technical Bid
Annexure - 8	Template for assessment of capability of Bidder	
Annexure - 9	Performance Statement	
Annexure - 10	Statement of Financial Standing	
Annexure - 11	NEFT Mandate Form	
Annexure - 12	Terms and Conditions - Compliance	
Annexure - 13	Undertaking to provide financial support to our wholly owned subsidiary	
Annexure - 14	Check-List for Bidders	
Annexure - 15	PROFORMA OF SERVICE LEVEL AGREEMENT (SLA)	Enclosed

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RBNML (PO), Salboni - 721 132

Dist. – Midnapore (West), West Bengal

Phone: 03227-280176/280317; Fax: 03227- 280222, 280744

CIN: U22213KA1995PTC017100, GST No: 19AAACB8111E1Z2

Website: www.brbnmpl.co.in; Email: salbonipress@brbnmpl.co.in**e-Tender Enquiry No. 021/SAL/MMD-MAINT/2023-24****Date: 17/02/2024****1. Notice Inviting Tender (NIT)**

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

Schedule No.	Brief Description of Goods / Services	Quantity (with UoM)	Earnest Money (in ₹)	Remarks
1.	SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI (As per detailed Specifications in Section - VII) WITH BUYBACK ITEM LIST OF MATERIAL PERTAINING TO EXISTING ANALOG CCTV SYSTEM	01 LOT As per BOQ	20,00,000/-	

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.)	Two-part Bid (Part-I Techno-commercial bid and Part-II Financial / Price bid)
Date of Sale of e-Tender Document	From 17/02/2024 to 19/04/2024 at the website 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	19/04/2024 at 11:00 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	19/04/2024 at 11:30 hours
Place of opening of e-Tenders	Online at www.mstcecommerce.com
Venue for Physical Submission of Originals	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132.
Nominated Person / Designation to Receive Physical Submission of Originals	Dy. General Manager (MMD) / Asst. General Manager (MMD)

2. Bidders must read the complete 'Tender Document'

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

3. Availability of the Tender Document

Interested tenderers may obtain further information about this tender from the above office selling the documents. They may also visit our website mentioned above for further details. In case of e-tenders, the tender document shall be published on the nominated eProcurement portal. It shall be available for download after the date and time of the start of availability till the deadline for availability. Unless otherwise stipulated, the downloaded Tender Document is free of cost. If the office happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended in case of e-tenders.

4. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Section XVIII (Eligibility Declarations). The Bidder, unless otherwise stipulated

(i) must,

- a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
- b) unless explicitly permitted, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- c) be a manufacturer of the product offered or be authorized representative by the Principal/OEM or be dealer authorised by the Principal/OEM.

(ii) must,

- a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- b) (Including their affiliates or subsidiaries or Contractors/subcontractors for any part of the contract)
 - 1) Not stand declared ineligible / blacklisted / banned / debarred by BRBNMPL or its subsidiaries or by Ministry / Department of GoI from participation in their Tender Processes or by any Government Agency anywhere in the world, for participating in their tenders, under that country's laws or official regulations; and / or
 - 2) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible / suspended / blacklisted / banned / debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National

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Security risk as determined by appropriate agencies of the Government of India.

- 3) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/suspended/ blacklisted/ banned/ debarred;
- 4) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
 - of retired official of BRBNMPL if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
 - of the near relations of executives of BRBNMPL involved in this Tender Process
- c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- (iii) must fulfil any other additional eligibility condition, if any, as may be prescribed elsewhere in Tender Document.
- (iv) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
- (v) of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed subsequently.
- (vi) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed subsequently.
- (vii) If this to be a procurement process for the second stage of two-stage / Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI / PQB stage, then only the bidders shortlisted / qualified in the first stage shall be eligible to participate.

5. Purchase Preference Policies of the Government

As detailed in the tender document, BRBNMPL reserves its right to grant preferences to eligible bidders under various Government Policies/directives (policies relating to Make in India; MSME; Start-ups etc.)

6. Pre-bid Conference

If so indicated, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

7. Submission of Bids in case of e-tenders

- (i) Bids must be uploaded on the nominated eProcurement portal 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.
- (ii) Unless otherwise stipulated, **the following sections & annexures need to be filled, digitally signed and uploaded as part of the Bid: -**

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1. List of Requirements – Compliance
2. Technical Specifications – Compliance
3. Quality Control Requirements – Compliance
4. Section X : Tender Form (To serve as a covering letter to both the Techno-commercial & Financial Bids)
5. Section XI : Price Schedule
6. Section XII : Bidder Information
7. Section XIV : Manufacturer's Authorization Form, if applicable
8. Section XVII : Letter of Authority for attending a Bid Opening
9. Section XVIII : Eligibility Declarations
10. Section XX : Proforma for Pre-Contract Integrity Pact, if applicable
11. Annexure 7 : Bid Securing Declaration (for exempted bidders)
12. Annexure 8 : Assessment of capability of Bidder, if asked
13. Annexure 9 : Performance Statement
14. Annexure 10 : Statement of Financial Standing, if required
15. Annexure 11 : NEFT Mandate Form, if applicable
16. Annexure 12 : Terms and Conditions – Compliance
17. Annexure 13 : Undertaking to provide financial support to our wholly owned subsidiary, if applicable
18. Annexure 14 : Checklist for Bidders

Unless otherwise specified, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents except Price Schedule must be physically submitted sealed in double cover before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.

NOTE: The Price Bid / Price Schedule shall have to be submitted on-line at www.mstcecommerce.com/eprocn. **Any price indication in the Technical Bid** (Scanned-Online / Physical Submission) will result in the bid being rejected.

- (iii) In e-tendering, if discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Ethics, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Ethics.
- (iv) In case of e-tenders, no manual Bids shall be made available or accepted for submission **(except for originals of scanned copies as per sub-clause above)**. Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

8. Bid Opening in case of e-tenders

Bids received shall be opened online at the specified date and time. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

9. Tenderers are required to register themselves online at 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.

10. Guidelines for filling in MSTC Portal

- 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

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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/eprocn

- (i) Vendors are required to register themselves online at <https://www.mstcecommerce.com/eprocn> → 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) Shri Amitav Mishra, DGM
Phone: 03227-280212/280213
Extn: 4075
E-mail: amishra@brbnmpl.co.in | (ii) Shri A Sateesh Kumar, MGR
Phone: 03227-280212/280213
Extn: 4077
E-mail: asateeshkumar@brbnmpl.co.in |
|---|--|

Contact Persons (MSTC):

- | | |
|---|---|
| (i) Shri K Kranthi Kumar
Dy. Manager (ERO)
Mobile: 9174009882
E-mail: kkumar@mstcindia.co.in | (ii) Shri Sabyasachi Mukherjee
Sr. Manager (ERO)
Mobile: 7278030407
E-mail: smukherjee@mstcindia.co.in |
|---|---|

For Technical Assistance at MSTC: 07969066600

B. System Requirement:

- a) Operating System – Windows 7 and above
- b) Web Browser- Google Chrome /Edge/ Firefox.
- c) System Settings: As the procedure mentioned in the webpage: <https://www.mstcecommerce.com/eprocn>
- d) Java: JRE 8 Latest update

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

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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 vendor, in term, will not have the access to online 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.

The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.

Once documents are uploaded in 'My documents', 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-

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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 enApple by accepting the risk and clicking on run button. 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) In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'MSTC Limited' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Eventwise bid details' that may consist of 'Pre-Qualification Criteria', 'Common Terms' and/ or 'Document Attach'. A vendor must save the Pre-Qualification Criteria, Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Item specific bid' button appears on the bid floor. Thereafter vendor must click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor must click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status.' A vendor shall receive system generated mail.
- (vi) The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change their bids, then they may delete the bid and re- submit the same.
 - 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.

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- K. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
11. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn of MSTC Ltd.
12. Bids must be uploaded on the MSTC Website www.mstcecommerce.com/eprocn 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.
13. Earnest Money Deposit (EMD) may be furnished through following modes of payment: -
- Insurance Surety Bond
 - 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) Ltd
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

- (iv) 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 (iii) and (iv) 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.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
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Exemption for MSEs and Start-ups: The tenderers who are currently registered and shall continue to remain registered during the tender validity period with BRBNMPL (except for NCB/ICB Tender) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) or as a Start-up as recognised 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 with BRBNMPL or as a MSE or Startup, as the case may be).

14. All Bidders shall have to sign the Integrity Pact with the purchaser as per format given in Section XX, otherwise, their bids are liable to be summarily rejected. Details of IEM for this tender is furnished below: - *(If applicable for the tender)*

Name : Dr.Bhusan Chandra Gupta
Address: No.3297, Sector: 19 - D, Chandigarh – 160 019
E-mail : bcbgupta2000@yahoo.com
&
Name : Shri M. N. Krishnamurthy
Address: No.3C-910, HRBR Layout, Kalyan Nagar, Bengaluru – 560 043
Email: krishnamurthymn19@gmail.com

15. 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) bidder after deducting the Buyback amount from eligible bidders as per Section XI.
16. 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.
17. 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 shall be rejected.
18. BRBNMPL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information.
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. **Security Norms:** BRBNMPL, Salboni is a security organization and the Govt. of West Bengal has declared its premises as a 'PROTECTED PLACE'. Hence, the successful bidder has to abide by all the security norms of the company during the execution of the job.
21. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection. A Tender shall be liable for rejection in the following circumstances:
- **Non-submission of EMD or "Bid Securing Declaration in lieu of EMD"** in the Company Letterhead as per Annexure – 7.
 - Does not fulfil minimum pre-qualification criteria as per the Tender Documents
 - Submits the originals (or self-attested copies of originals) late i.e., after due date and time
 - Unsolicited bids (applicable for LTE only)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- 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 criterion.
- 22.** No counter conditions shall be accepted against the tender enquiry.
- 23.** 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.
- 24. Disclaimers and Rights of Procuring Entity**
The issue of the Tender Document does not imply that BRBNMPL is bound to select bid(s), and it reserves the right without assigning any reason to
- (i) reject any or all of the Bids, or
 - (ii) cancel the tender process; or
 - (iii) abandon the procurement of the Goods/Services; or
 - (iv) issue another tender for identical or similar Goods/Services

Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.

Yours faithfully,

For & On behalf of BRBNMPL

- Sd-

Dy. 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 / 280317.

Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all

Types of Tenders

A PREAMBLE

1. Introduction

- 1.1 Interpretations, 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 / Make in India etc., Procurement of Services etc. Therefore, the construction of all clauses is 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.
- 1.6 **Local Conditions** It is imperative that each bidder fully acquaints himself with all the

local conditions and factors, which would have any effect on the performance / completion of the contract in all respects inter alia including the legal, environmental, infrastructure, Logistics, communications, and cost aspects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/ or country of manufacture & supply. On such matters, the Purchaser shall not entertain any request from the bidders.

1.7 Obtaining the Tender Documents:

Interested tenderers may obtain further information about this requirement from the office issuing the documents, mentioned in the NIT. They may also visit website mentioned therein for further details.

- 1.7.1 Tenderer may also download the tender document from the website mentioned in NIT and submit its tender by utilizing the downloaded document. The bidder must not make any changes to the contents of the tender document, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).

- 1.7.2. The tender documents are not transferable.

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

- 3.1 This invitation for tenders is open to all suppliers who fulfil the 'eligibility' and 'qualification' criteria specified in these documents. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT clause 4. Please refer to Section IX - Qualification criteria and Section XVIII - Eligibility Declarations. In case of Second Stage (after the Pre-Qualification stage) of two Stage Bidding or in case of Special Limited Tenders this invitation is open only to such bidders who have been shortlisted.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 3.2 The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/blacklisted/banned/debarred by BRBNMPL or its subsidiaries or by Ministry / Department of GoI from participation in their Tender Processes or by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Eligibility Declarations (Section XVIII).
- 3.3 Unless otherwise stipulated in the tender, Joint Ventures/Consortiums shall not be considered in this Tender.
- 3.4 Under Public Procurement (Preference to Make in India) Order 2017 (as amended/revised from time to time), entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. Please refer to Section XVIII - Eligibility Declarations.
- 3.5 Orders issued by the Government of India regarding purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement under Government of India's Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time). Please refer to Annexure 1 of this tender document.
- 3.5.1 **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
- 3.5.2 Based on the Make in India Policy, classes of local / non-local Suppliers eligible to participate in the tender shall be declared in the tender document. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and **not** non-local Suppliers.
- 3.6 Government of India, Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) vide F.No.6/18/2019-PPD dated 23rd/24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighbouring countries sharing land border with India, shall apply to this tender. Please refer to XVIII – Eligibility Declarations and Annexure 6 of this tender document.
- 3.7 In case Integrity Pact is mandated in the NIT/SIT, only those bidders who sign the Integrity Pact, would be eligible to participate in the Tender.
- 3.8 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Section XVIII Eligibility Declarations.
- 4. Eligible Goods Services - Country of Origin and Minimum Local Content**
Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ 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)
 3. Section III : Special Instructions to Tenderers (SIT)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

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/Scope of Work
 8. Section VIII : Quality Control Requirements
 9. Section IX : Qualification Criteria
 10. Section X : Tender Form
 11. Section XI : Price Schedule
 12. Section XII : Bidder Information
 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 : Eligibility Declarations
 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**
- 8.1 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.
- 8.2 Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical / commercial specifications / conditions.
- 8.3 After the pre-bid conference a clarification letter would be issued, containing amendments if required, of various provisions of the Bid-Documents, which shall form part of the Bid-document.
- 9. Clarification of Tender Documents**
- Prospective bidders must interpret the provisions in the Bid document in the context in which they appear. Any interpretation of the provisions far removed from such context or any other contrived interpretation or interpretation between the lines is not acceptable. 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 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 Unless otherwise indicated in NIT/SIT, **"Technical bid"** shall include inter-alia (including any changes in the following as per NIT/ SIT):
- a) Tender Form/Covering letter as per format in Section X.
 - b) Section VI - List of Requirements, showing the schedules and quantities quoted.
 - c) 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.
 - d) 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- deviations if any (ref clause 17.2 of GIT). The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.
- e) Earnest money furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. and
 - f) Bidder Information as per Section XII.
 - g) Manufacturer's Authorization Form (ref Section XIV, if applicable)
 - h) A list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
 - i) If stipulated in NIT/SIT, duly signed Integrity Pact as per Section XX.
- Note: No price details shall be disclosed or hinted upon in any manner in the Technical bid.*
- 10.2 Unless otherwise indicated in NIT/ SIT, **"Financial Bid"** shall include inter-alia (including any changes in the following as per NIT/ SIT):
 - a) Price Schedule (Section XI) and all financially relevant details. Prices shall be quoted duly taking into consideration, the Payment and delivery terms.

Note: No additional Technical details, which have not been brought out in the Technical Bid, may be brought out in the Financial Bid.
 - 10.3 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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) All the bidders/tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.
 - b) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess, if applicable) and GST Amount explicitly and separate from the bid/contract price (exclusive of GST). Bid-price inclusive of taxes/GST would be a violation of the GST Act. In case any taxes, duties are not clearly specified, or column is left blank in price bid then it will be presumed that no such tax/levy is applicable or payable by BRBNMPL. However, the price should be inclusive of any other taxes or levies if any, already paid or payable.
 - c) If a tenderer asks for GST (and GST Cess, if applicable) 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. The payment of GST and GST Cess to contractor/supplier would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal.
 - d) Bidders should quote 'GST' if payable extra on total basic rate of each item. GST in '%' inclusive of cess to be quoted. GST will be applicable on 'basic rate + Packing & forwarding charges + Freight + Insurance'.
 - e) **GST Registration Number (15-digit GSTIN):** In case bidder has multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to BRBNMPL. If supply / service provided is from multiple states, then bidder should mention GST Registration Number for each state separately.
 - f) If bidder is not liable to take GST registration, i.e., having turnover below threshold, bidders need to submit undertaking / indemnification against tax liability. The bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by BRBNMPL directly to concerned authorities. Further, the bidder should notify and submit to BRBNMPL within 15 days from the date of becoming liable to registration under GST.
 - g) Those bidders who have opted for Composition scheme under GST, they have to submit a declaration indicating their GST registration No.
 - h) **HSN (Harmonized System of Nomenclature) code** for the goods being supplied by the vendor for each item covered under the NIT has to be declared in the Technical bid. Services Accounting Code (SAC) for classification of services under GST for each item covered under the NIT has to be declared in the Technical bid.
 - i) All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to BRBNMPL as per GST provisions.
 - j) In the event of default on his part in payment of tax and submission / uploading of monthly returns, BRBNMPL is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/ Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
 - k) Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
 - l) In case the GST rating of vendor on the GST portal / Govt. official website is negative /

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

blacklisted, then the bids may be rejected by BRBNMPL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then BRBNMPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BRBNMPL.

- m) Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by BRBNMPL with applicable GST thereon.
- n) Any reference in the NIT to CENVAT / VAT / Service Tax / Excise Duty and the clauses relating thereto may please be ignored.

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

- 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 (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.
- d) 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.

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

12.10 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.

12.11 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.

12.12 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.

12.13 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.

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

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

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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Chamber of Commerce, Paris

12.13.4 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 of Suppliers

- (i) For Non-Commercially-Off-the-Shelf (Non-COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in SBD. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer. In the tender, either the manufacturer/OEM or its authorised dealer/distributor/ representative can be considered as valid bidders.
- (ii) In case of large contracts, especially capital equipment, the manufacturer's authorisation must be insisted upon on a tender specific basis, not general authorisation/dealership, by so declaring in the bid documents clearly.
- (iii) In cases where the manufacturer has submitted the bid, the bids of its authorised dealer/ distributor/ representative will not be considered and EMD will be returned.
- (iv) And in case of violations, both infringing bids will be rejected.
- (v) For Commercially-Off-the-Shelf (COTS) items with clear and standard specifications, where the requirement is technically and commercially simple enough that pre-qualification of the bidder is not crucial for the performance of the contract, a valid dealership certificate will have to be submitted.
- (vi) Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
 - a) their principal manufacturer meets all the criteria above without exemption, and
 - b) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty

obligations as per the general and special conditions of contract; and

- c) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer 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 'The Relevant Date'.

13.1 Conflict of Interest among Bidders

A bidder shall not have any conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process if,

- (i) they have controlling partner(s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (iii) they have the same legal representative for purposes of the bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in the bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved. However, this does not limit the inclusion of the components/sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- (vii) For same reasons, in case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare in their bids such sister / common business / management units in same / similar line of business.

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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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:
- A bill of ERV claim enclosing working sheet
 - Banker's Certificate/debit advice detailing FE paid and exchange rate
 - Copies of import order placed on supplier
 - 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 3 and 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:
- 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.
 - 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.
 - In case the tenderer is not doing business in India, how will he be 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 Good's Conformity to Tender document**
- 17.1 Country of Origin, Manufacture and Supply:** Bidder must declare the country of - origin, manufacture, value addition and supply of the goods offered by them. He must confirm that these do not violate provisions of Clause 3 of GIT.
- 17.2 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.
- 17.3 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.
- 17.4 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BRBNMPL in this regard.
- 18. Earnest Money Deposit (EMD)**
- 18.1 Pursuant to GIT clause 10.1(e) the tenderer shall furnish along with its tender, earnest

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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 23.2 below.
- 18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with BRBNMPL (except for NCB/ICB Tender) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) or as a Startup 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 BRBNMPL or as a MSE or as a Startup, 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 / Udyog Aadhaar Portal / Udyam Registration.
- 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:
- Insurance Surety Bonds
 - Account Payee Demand Draft from any scheduled commercial bank in India or
 - Banker's cheque from any scheduled commercial bank in India or
 - Online Bank Transfer (Proof of online transfer to be submitted)
 - 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)
 - Bank Guarantee (including 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 ₹5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)
- 18.5 Unless otherwise specified in SIT, the earnest money shall be valid for a period of forty-five days beyond the validity period of the tender.
- 18.6 In case of two packet or two stage bidding, EMD of unsuccessful bidders during the first stage i.e. technical evaluation etc. should be returned to them without any interest whatsoever within 30 days of declaration of result of the first stage i.e. technical evaluation etc.
- Otherwise, EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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 10.
- 20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit the tender in "Original" and in "Duplicate" and mark them as such.
- 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 Two-Bid (envelop/packet) System:** If so indicated in the NIT/SIT, tender document will seek quotation in two parts (Two Bid System) for purchasing capital equipment, high value plant, machinery etc. of complex and technical nature. First part would be 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 24.4 below. Further details would be given in SIT, if considered necessary. Pricing details should not be mentioned or hinted at in any manner in the "Technical Bid". In Financial bid, there should not be any extra information connected with Technical suitability of the offer – which has not been already disclosed in the Technical Bid.
- 20.9 Documents to be uploaded in case of e-tenders**
- 20.9.1 Documents that need *not* be signed or uploaded by Bidders**
- Unless otherwise stipulated, the following sections & annexures of the tender document need not be signed and uploaded as part of the Bid. However, Bidders have to upload 'Terms and Conditions – Compliance' as token of acceptance of all the Terms and Conditions mentioned therein.
1. Section I : Notice Inviting Tender (NIT)
 2. Section II : General Instructions to Tenderers (GIT)
 3. Section III : Special Instructions to Tenderers (SIT)
 4. Section IV : General Conditions of Contract (GCC)
 5. Section V : Special Conditions of Contract (SCC)
 6. Section VI : List of Requirements
 7. Section VII : Technical Specifications/Scope of Work
 8. Section VIII: Quality Control Requirements
 9. Section IX : Qualification Criteria
 10. Section XIII: Bank Guarantee Form for EMD

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

11. Section XV : Bank Guarantee Form for Performance Security
12. Section XVI: Contract Form
13. Section XIX: Proforma of Bills for Payments
14. Annexure 1 to 5 :
Explanatory Note on Make in India Order 2017; MSEs Order 2012 and Start-ups
15. Annexure 6: Restrictions on Public Procurement from countries sharing land border with India

20.9.2 Documents that need to be filled, digitally signed and uploaded by Bidders

Unless otherwise stipulated, the following sections & annexures need to be filled, digitally signed and uploaded as part of the Bid: -

1. List of Requirements – Compliance
2. Technical Specifications – Compliance
3. Quality Control Requirements – Compliance
4. Section X : Tender Form (To serve as a covering letter to both the Techno-commercial & Financial Bids)
5. Section XI : Price Schedule
6. Section XII : Bidder Information
7. Section XIV: Manufacturer's Authorization Form, if applicable
8. Section XVII : Letter of Authority for attending a Bid Opening
9. Section XVIII: Eligibility Declarations
10. Section XX : Proforma for Pre-Contract Integrity Pact, if applicable
11. Annexure 7: Bid Securing Declaration (for exempted bidders)
12. Annexure 8: Assessment of capability of Bidder, if asked
13. Annexure 9: Performance Statement
14. Annexure 10: Statement of Financial Standing, if required
15. Annexure 11: NEFT Mandate Form
16. Annexure 12: Terms and Conditions – Compliance
17. Annexure 13: Undertaking to provide financial support to our wholly owned subsidiary
18. Annexure 14: Checklist for Bidders

D SUBMISSION OF TENDERS**21. Submission of Tenders**

- 21.1 Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the place as indicated in NIT on or before the closing date and time

indicated therein, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. 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 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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**
- 25. 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;
- Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - Tenderer is not eligible to participate in the bid as per laid down eligibility criteria (Example: the tender enquiry condition says that the bidder has to be a registered MSE unit, but the tenderer is a, say, a large-scale unit);
 - Tender validity is shorter than the required period;
 - Required EMD has not been provided or EMD provided is not as per prescribed format, amount, validity etc. or exemption from EMD is claimed without acceptable proof of exemption;
 - Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer;
 - Goods offered are sub-standard, not meeting the required specification etc.;
 - Tenderer has not agreed to essential condition(s) specified in the tender enquiry (Example: Some such important essential conditions are – performance security, terms of payment, liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods, etc.);
 - 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 post/speed post/email 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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**
- (i) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- (ii) In e-tendering, if discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Ethics, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Ethics.
- (iii) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information / documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. These should be called only on basis of the recommendations of the TEC.
- 31. Qualification and Eligibility Criteria**
Tenders of the tenderers, who do not meet the required qualification and eligibility criteria prescribed in Section IX and Section XVIII respectively, 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- (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 BRBNMPL reserves its right to grant preferences to eligible bidders under various Government Policies/directives (policies relating to Make in India; MSME; Start-ups etc.):
- (i) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time. Please refer to Annexure 1 of this SBD.
- (ii) Bidders from Micro and/or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time. Please refer to Annexure 3 of this SBD.
- (iii) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/2/2014-PPD dated 25.07.2016 and subsequent clarifications. Please refer to Annexure 4 of this SBD.
- (iv) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in this tender.
- 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.
- 36.3 **Consideration of Abnormally Low Bids:** An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/proposal, and evaluation shall proceed with the next ranked bidder.
- 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 following exceptional circumstances: -
- (i) Where the procurement is done on nomination basis (PAC and STE without PAC);

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- (ii) Procurement is from a single or limited sources of supply;
- (iii) Procurements where there is suspicion of cartel formation.
- 39. Contacting BRBNMPL**
- 39.1.** From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BRBNMPL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 39.2.** It will be treated as a serious misdemeanour in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.
- G AWARD OF CONTRACT**
- 40. BRBNMPL's Right to Accept any Tender and to Reject any or all Tenders**
BRBNMPL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 41. Award Criteria**
Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by BRBNMPL in terms of GIT Clause 34.
- 42. Variation of Quantities at the Time of Award**
Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be 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) under following circumstances: -
- (i) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the NIT/ SIT to split the quantities, then the purchaser reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L1 rate to L2 or higher tenderers.
- (ii) When it is decided in advance to have more than one source of supply due to the critical / strategic / specific nature of the supplies / goods parallel contract stipulation would be declared in the NIT / SIT, clearly stating the manner of deciding relative share of lowest bidder (L1) contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract. Unless otherwise stipulated in the NIT / SIT, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used. These ratios are approximate and BRBNMPL reserves its right to marginally vary quantities to suit capacity of the firm / unit loads of packing or transportation. In such cases the firms should not quote for less than 30% of the tendered quantity; otherwise, their offer would be considered as unresponsive.
- 44. Serious Misdemeanours and Integrity Pact**
- 44.1 Serious Misdemeanour:** Following would be considered as serious misdemeanours:
- (i) Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a procurement contract; or (iii) fails to provide performance security or any other document or security required in terms of the bidding documents.
- (ii) If the proprietor of the firm, its employee, partner, or representative is convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings.
- (iii) If a firm directly or through an agent violates the code of ethics mentioned in Clause 32 of the GCC or violates Integrity Pact mentioned in clause 43.3 below, in procurement or execution of the contract.
- (iv) Violate the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity.
- (v) Employs an Ex-BRBNMPL official, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt BRBNMPL officials

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- or employs an Ex-BRBNMPL official within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- (vi) On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of GoI (normally such banning/ blacklisting would be initiated by the central government/ ministry).
- 44.2** Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would take other remedies available to it including banning / blacklisting Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.
- 44.3 Integrity Pact**
- (i) **Signing of the Integrity Pact:** If so stipulated in the NIT/ SIT, purchaser shall be entering into an Integrity Pact with the bidders as per format enclosed vide Section XX: Integrity Pact, of this tender document. Each page of this Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. 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. Names and contact details of the Independent Monitor(s) for this Tender are listed in Notice Inviting Tender (NIT).
- (ii) **Additional Serious Misdemeanour:** As supplement to clause 44.1 above, breaches of any of the provisions of the Integrity Pact by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall be one of the misdemeanours attracting consequences and penalties as mentioned in clause 44.2 above.
- 45. Notification of Award of Contract (Letter of Intent)**
- 45.1** Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered letter / speed post / courier or by fax / email (to be subsequently confirmed by registered letter / speed post / courier) 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 letter / speed post / courier.
- 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 letter / speed post / courier.
- 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 within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Securing Declaration), besides taking other administrative punitive actions 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** If tender/contract stipulates explicitly that this is a "Rate Contract" for the supply of the Goods during the period therein specified, then the following additional Contract Conditions shall be applicable:
- (i) Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.
- (ii) The Rate Contract is only a standing offer from the Contractor. In the Schedule of Requirement, no commitment is given as to the number or quantity of the Goods which

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

shall be ordered during the period of the rate contract; only the anticipated requirement is mentioned without any commitment.

- (iii) The Procuring Entity undertakes to place the supply (withdrawal/off-take) orders for Goods detailed in the Contract at the terms and prices mentioned therein.
- (iv) BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- (v) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- (vi) During the currency of the Rate Contract, BRBNMPL would have the option to short-close the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- (vii) During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- (viii) During the currency of the Rate Contract, in case of emergency or for values less than ₹2.5 lakh, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- (ix) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- (x) 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 BRBNMPL or its nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- (xi) 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.
- (xii) The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

GCC clause 30 shall be expressly applicable to Rate Contracts. 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 withdrawal/off-take 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 (PQB)

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfil the Prequalification criteria (PQC) 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 (envelope) tender. Initially the first envelope 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.

51.3 Unless otherwise stipulated in NIT/ SIT, EMD would be required as per clause 18 of GIT from unregistered bidders. No separate EMD would be called from short-listed bidders for the subsequent procurement bidding. In case a shortlisted bidder does not participate in subsequent procurement bidding, the EMD shall be forfeited.

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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

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 Right to Reject all Bids: The seller reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.

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. Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. GST rates indicated in the e-auction catalogue are only indicative and the actual GST rates as applicable on the date

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

shall be payable by the successful bidders directly to the seller at the time of taking delivery of materials. Tax Collected at Source (TCS) at the prevailing rate may be deducted from all payments made to the buyer. In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes, duties and TCS will be immediately deposited with the concerned tax authorities without waiting for the actual delivery.

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.

54.3.9 Sale of Items/Lots Comprising Hazardous Waste: Sale of hazardous waste items will be governed by the following procedures in addition to guidelines/ notifications issued by the Central/State Pollution Control Board (PCB)/Ministry of Environment and Forests (MoEF) from time to time:

- (i) Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent amendments.
- (ii) Sale of other categories of hazardous waste items will be governed by the Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent amendments and/or their relevant statutory act/rules.
- (iii) Sale of e-waste shall be governed by e-Waste (Management and Handling) Rules, 2011.

(iv) Bidders must submit a notarized copy of the valid registration certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce it at the time of taking delivery of the materials, failing which their bid will be liable for rejection. In case of lead acid batteries, used/waste oils, and non-ferrous metal wastes, in addition to submitting necessary valid registration from the SPCB, the bidder must also submit a notarized copy of the valid registration certificate from CPCB (or MoEF); and

(v) In case of a sale involving inter-state movement of goods, the buyer shall also submit an NOC from the concerned SPCB, with whom the buyer is registered, to the seller before taking delivery, failing which the buyer will be responsible for the consequences and the seller shall take further decision as may be deemed fit.

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 at relevant clause 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

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 / cut-up condition.

55. Development and Indigenization Tenders:

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

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

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

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

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

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

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

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

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

55.9 Quantity for Development Commitment

In Next three years, after the newly developed firm is able to successfully complete Development orders with $\pm 5\%$ 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.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****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 and 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>
4	6	Content of tender Document	Applicable

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GIT Clause No.	Topic	SIT Provision
5	8	Pre-bid Conference	<p>Applicable</p> <p>Online Prebid meeting in MSTC portal</p> <ol style="list-style-type: none"> Query submission period: from 17.02.2024 to 04.03.2024 17.00 hrs in MSTC portal for submission of queries by bidder. Interested parties are required to upload queries along with contact details in MSTC portal only before closing of above end date & time. Any query received after that will not be entertained for pre-bid clarifications by BRBNMPL. If required, Video conference/online meeting with the interested bidders, who have submitted the pre -bid queries will be arranged as per convenience after above end date. Clarifications for the pre-bid queries/ Amendment to tender, if any, will be submitted in MSTC portal by BRBNMPL. Queries received after above clarifications / issue of amendment to tender, if any, may not be considered. Purchaser reserves the right to make necessary amendments at his sole discretion to the tender document, post pre-bid meeting and any such amendment will be uploaded only in the MSTC portal / BRBNMPL website.
6	9	Time Limit for receiving request for clarification of Tender Documents	Should be submitted with in the Prebid period.
7	10	Documents Comprising the Tender	No Change
8	11	Tender Currency	Indian Rupees Only
9	12.1	Tender Prices	<ol style="list-style-type: none"> Rates should be quoted on F.O.R General Stores, BRBNMPL, Salboni basis, with buyback & lifting of old ANALOG CCTV system from BRBNMPL, Salboni Break-up of various components of total cost have to be furnished in the prescribed format given at Section-XI (Price Schedule). The basic rate, taxes (GST) and duties, levies, discounts etc. should be clearly indicated in the offer. <p>If the tenderer fails to include taxes and duties in the offer, the price shall be taken as inclusive of such taxes and duties and no claim for the same shall be entertained later.</p>

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GIT Clause No.	Topic	SIT Provision
10	12.2, 33, 36.1	Schedule wise evaluation	Not Applicable
11	12.8, 12.9	GST	<p>i. Wherever applicable bidder shall quote the exact Tax percentage F.O.R. General Stores, Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN /SAC 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 / SAC Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising due to incorrect HSN / SAC Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising due to this.</p> <p>ii. Bidder(s) needs to ensure that GST registration will be “Active” as on the date of bid opening, during its evaluation and throughout the tenure of contract. Failure of this may lead to termination of contract and action as deemed fit as per terms of tender shall be taken against the bidder. Also, any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till such time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.</p>
12	14	Firm Price / Variable Price	The quoted rate should remain firm and fixed during the contract period without any escalation whatsoever (except Statutory Payments against submission of documentary evidence) from the date of opening of the Commercial Bid till completion of delivery of full quantity & buyback of old analog CCTC system as per the schedule specified in our Purchase order. 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	16.2 a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	No change
14	18	Earnest Money Deposit (EMD)	EMD of ₹20.00 Lakh is payable in the same way as mentioned at point No. 13 of NIT. Proof of EMD submission to be attached along with technical bid.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GIT Clause No.	Topic	SIT Provision
			However, exempted bidders have to submit "Bid Securing Declaration" in lieu of EMD as per Annexure - 7 in Company Letterhead.
15	19	Tender Validity	As specified (120 days)
16	20.9.2	Documents to be uploaded in case of e-tenders	Applicable. Originals (or self-attested copies of originals – as applicable) of specified scanned uploaded documents (except Price Schedule) must be physically submitted in a sealed cover before the bid submission deadline at mentioned venue (Also refer clause 7 of NIT)
17	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened online through MSTC portal.
18	31	Qualification and Eligibility Criteria	No Relaxation of Norms with regard to Prior Turnover and Prior experience for all Class-I and Class-II local suppliers, MSEs and Start-up's [MSEs or otherwise] subject to meeting of quality and technical specifications as referred in Annexure-1 to 5. Note: This tender fall under the category of procurement of items/services related to public safety, critical security operations and equipment, etc. [Ref. Annexure-1 to 5]
19	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VI & VII. 35.3 Price bid evaluation shall be subject to purchase preference to MSEs and Class-I Local Suppliers as per GoI guidelines [Refer Annexure - 1 to 5]. However, this Purchase Preference shall be executed considering the tender quantity to be "NON-DIVISIBLE" in nature.
20	41	Award Criteria	The Tender shall be finalized on the basis of overall lowest (L1) bidder including 5 years Comprehensive AMC cost, inclusive of all taxes after deducting the Buy-back value from eligible bidders as per Section XI and as per other terms & conditions of the tender.
21	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
22	43	Parallel Contracts	Not applicable
23	44.1	Serious Misdemeanours	Applicable Cartel formation or quotation of pool/ Coordinated rates, leading to 'Appreciable Adverse Effect ON Competition (Amendment) Act, 2007, would be

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GIT Clause No.	Topic	SIT Provision
			considered as a serious misdemeanour and would be delt accordingly.
24	44.3	Integrity Pact	Applicable
25	45, 46, 47	Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL	Under mentioned procedure shall be followed for issue of PO/WO: - a) Notification of Award of Contract (NOA) / Letter of Intent (LOI) shall be issued by BRBNMPL, Salboni to the successful bidder(s). b) Successful bidder(s) shall furnish Performance Security to BRBNMPL, Salboni as per SCC clause 3. c) BRBNMPL, Salboni shall issue Work Order only after acceptance of Notification of Award of Contract, and after submission of Performance Security by the successful bidder.
26	50	Tender For Rate Contracts	Not applicable
27	51	PQB Tenders	Not applicable
28	52.2, 52.3	Purchaser's Samples and Pre-Production Samples	Not applicable
29	53	EOI Tenders	Not applicable
30	54	Tenders for Disposal of Scrap	Not Applicable for this tender.
31	55	Development / Indigenization Tenders	Not applicable

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

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) "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.
- 3) Words in the singular include the plural and vice-versa.
- 4) 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.
- 5) 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.
- 6) Any reference to 'Goods' shall be deemed to include the incidental Works/Services also while any reference to 'Services' shall be deemed to include the incidental Works/Goods also.
- 7) Any generic reference to GCC shall also imply a reference to SCC as well.
- 8) In case of conflict, provisions of SCC shall prevail over those in GCC.
- 9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
- 10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- 11) "Allied Firms" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a 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) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be

considered allied firms.

- 12) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 13) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific 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 Tender Process.
- 14) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- 15) "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.
- 16) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'Rate Contract' or 'Framework Contract' or 'Letter of Intent - LoI' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'Repeat Order' accepted/acted upon by the contractor or a 'formal Agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 17) "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 18) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 19) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/Contract;
- 20) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- 21) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, subassemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance.
- 22) "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- 23) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 24) "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection under the contract and includes his / their authorised representative;
- 25) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 26) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
- 27) "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;
- 28) "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;
- 29) "Parties": The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- 30) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it.
- 31) "Place of Delivery": 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:
- The consignee at his premises; or
 - Where so provided, the interim consignee at his premises; or
 - A carrier or other person named in the contract for the purpose of transmission to the consignee; or
 - The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 32) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/Services/works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure" / "procured" or "purchase" / "purchased" shall be construed accordingly;
- 33) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 34) "Services" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional,

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services'.
- 35) "Specification" or "Technical Specification" means the drawing/ document/standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- 36) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.
- 37) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
- 38) "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract 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;
- 39) "Works" refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication,

installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

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
"BOQ"	means Bill of Quantities
"BSD"	means Bid Securing Declaration
"BNPMIPL"	means Bank Note Paper Mill India Private Limited
"BRBNMPL"	means Bhartiya Reserve Bank Note Mudran Private Limited
"CD"	means Custom Duty
"CFR"	means Cost and Freight (port of destination)
"CIF"	means Cost, Insurance and Freight (port of destination)
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"DAP"	means Delivered at Place (Destination)
"DDO"	means Direct Demanding Officer in Rate Contracts
"DEA"	means Department of Economic Affairs
"DoCC"	means Currency and Coins Division in Department of Economic Affairs
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"DPIIT"	means Department for Promotion of Industry and Internal Trade
"DSC"	means Digital Signature Certificate
"ECS"	means Electronic clearing system
"EFT/NEFT"	means (National) Electronic Funds Transfer
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"e-RA"	means Electronic Reverse Auction
"ERV"	means Exchange rate variations
"FAS"	means Free Alongside Ship (port of loading)
"FOB"	means Freight on Board (port of loading)
"FOR"	means Free on Rail (named Station)
"GCC"	means General Conditions of Contract
"GeM"	means Government e-Marketplace
"GIT"	means General Instructions to

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

	Tenderers
"GoI"	means Government of India
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in Disposal Tenders
"HSN"	means Harmonized System of Nomenclature
"IEM"	means Independent External Monitor
Incoterms	means International Commercial Terms, 2000 (of ICC)
"INR"	means Indian Rupee
"IPR"	means Intellectual Property Rights
"ITC (HS)"	means Indian Tariff Classification (Harmonised System)
"L1, L2 etc."	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LoI"	means Letter of Intent [analogous to LoA – Letter of Award (Acceptance) or Notification of Award of Contract]
"LSI"	means Large Scale Industry
"MII"	means Make in India
"MoF"	means Ministry of Finance
"MSE"	means Micro and Small Scale Enterprise
"MSME"	means Micro, Small and Medium Enterprises
"MSMED"	means MSME Development (Act)
"NIT"	means Notice Inviting Tenders
"NSIC"	means National small industries corporation
"OEM"	means Original Equipment Manufacturer
"PAN"	means Permanent Account Number
"PQB"	means Pre-qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RBI"	means Reserve Bank of India
"RC"	means Rate contract
"RCM"	means Reverse Charge Mechanism
"RFI"	means Request for Information
"RFP"	means Request for Proposal
"RFQ"	means Request for Qualification
"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
"SPMCIL"	means Security Printing and Minting Corporation Limited
"SSI"	means Small Scale Industry

2. A. 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.

B. The Contract**2.3 Language of Contract**

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/translated accordingly in that language. For purposes of interpretation of the contract, the English documents/translation shall prevail.

2.4 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- (i) Valid and authorized Amendments issued to the contract.
- (ii) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
- (iii) the Letter of Intent (LoI)
- (iv) Final written submissions made by the contractor during negotiations, if any;
- (v) the SCC
- (vi) the GCC
- (vii) the contractor's bid;
- (viii) any other document listed in the SCC as forming part of this Contract.
- (ix) Integrity Pact, if any

C. Governing Laws and Jurisdiction

2.6 The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

2.7 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- shall be deemed to have been made at the place from which the Letter of Intent (LoI, or the contract Agreement, in the absence of LoI) has been issued. The courts at Kolkata or Bengaluru shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
- 2.8** Besides GCC and SCC, the following Laws shall be applicable:
- (i) Indian Contracts Act, 1872
 - (ii) Sale of Goods Act, 1930
 - (iii) Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
 - (iv) Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- D. Contractor's Obligations and restrictions on its Rights**
- 2.9 Changes in Constitution / financial stakes / responsibilities of a Contract's Business:** The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution / financial stakes / responsibilities during the execution of the contract.
- 2.10 Obligation to Maintain Eligibility and Qualifications:** The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within seven (07) days of it coming to the Contractor's knowledge. These changes include but are not restricted to change regarding declarations made by it in its bid in Section XVIII: Eligibility Declarations.
- 2.11 Consequences of a breach of Obligations:** Should the Contractor or any of its Partners or its Subcontractors or the Personnel commit a default or breach of its obligations, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC clause or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.
- E. Permits, Approvals and Licenses**
- 2.12** Whenever the supply of Goods and incidental Works/Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance, if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.
- 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.
- 3.5** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

and remain the property of BRBNMPL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BRBNMPL's prior written consent. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

4. Indemnities for breach of IPR Rights

4.1 The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods or Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

- (i) Any design, data, drawing, specification, or other documents or Goods or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
- (ii) The sale by the Procuring Entity in any country of the Services/ products produced by the Goods supplied by the contractor, and
- (iii) The installation of the Goods by the contractor/Delivery of the services or the use of the Goods or Services at the Procuring Entity's Site.

4.2 Such indemnity shall not cover any use of the Goods or Services or any part thereof or any products produced thereby:

- (i) other than for the purpose indicated by or to be reasonably inferred from the contract
- (ii) neither any infringement resulting from the use of the Services or any part thereof,
- (iii) or any service/products produced thereby in association or combination with any other service, equipment, plant, or materials not supplied by the contractor.

4.3 If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

4.4 If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after

receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

4.5 At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5. Eligible Goods/Services - Country of Origin and Minimum Local Content

5.1 Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up.

5.2 The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied.

6. Performance Security

6.1 Within twenty-one (21) days (or any other period mentioned in Tender Document or Contract) after the issue of notification of award (LoI or the contract, if LoI is skipped) by BRBNMPL, the supplier shall furnish to BRBNMPL performance security for an amount of **three to ten percent (3-10%)** of the total value of the contract, valid up to sixty (60) days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

6.2 For **multi-year Service contracts** which may be of 5-7 years or more, procuring entities may consider to proportionately keep reducing performance security in proportion to the balance service period, wherever feasible. Wherever it is decided to take lower or proportionately reducing performance security, tender conditions may be suitably modified.

6.3 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) Insurance Surety Bond
- b) Account Payee Demand Draft drawn on any

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the relevant clause of NIT in reference to EMD.
- c) Bank Guarantee (including e-Bank Guarantee) issued/ confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.
- 6.4** 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.
- 6.5** 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.
- 6.6** If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion:
- (i) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/default, or
- (ii) without terminating the Contract:
- a) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity, or
- b) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/default.
- 6.7** 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.
- 6.8 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 within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Securing Declaration), besides taking other administrative punitive actions by BRBNMPL against it.
- 6.9 No Claim Certificate and Release of Contract Securities**
After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity.
- 7. Technical Specifications and Standards**
- 7.1 Scope of Supply/Services:** 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.
- 7.2 Incidental Works/Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/Machinery & Plant) as an integral part of the Goods in the contract or perform/deliver specified incidental Works/Goods as an integral part of the Services in the contract.
- 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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:
- contract number and date
 - brief description of goods including quantity
 - the gross weight of the package
 - packing list reference number
 - country of origin of goods
 - consignee's name and full address and
 - 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 concerning 'Technical Specifications and Quality Assurance'.
- 10. Terms of Delivery**
- 10.1** Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 10.2 Time is the Essence of the contract:** The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.
- 10.3** Terms of delivery (e.g., F.O.R. destination/CIF/DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Procuring Entity. These terms also determine the time of delivery.
- 10.4 Transfer of Title of Goods:** Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Contractor

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
- 10.5 Quantity Tolerance:** Unless otherwise stipulated in the contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of $\pm 5\%$ of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.
- 11. Transportation of Goods**
- 11.1 Part Supplies:** The supplier shall not arrange part-shipments and / or transhipments without the express / prior written consent of BRBNMPL.
- 11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3 Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by BRBNMPL. 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 instructions from BRBNMPL.
- 11.4 Airlifting:** Should the Purchaser intend to airlift all or some of the stores the Contractor shall pack the stores accordingly on receipt of intimation to that effect from the Purchaser. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
- 12. Insurance:** 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:
- (i) 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.
 - (ii) 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.
 - (iii) 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- assure ex-stock supply of consumable spares for the goods so that the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.
- 14. Incidental services**
- 14.1** Subject to the stipulation, if any, in the SCC (Section V) and the Technical Specification (Section VII), the supplier shall be required to perform any or all of the following services:
- Providing required jigs and tools for assembly, start-up and maintenance of the goods
 - Supplying required number of operation & maintenance manual for the goods
 - Installation and commissioning of the goods
 - Training of BRBNMPL's operators for operating and maintaining the goods
 - Providing after sales service during the tenure of the contract
 - Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 14.2** Prices to be paid to the supplier by BRBNMPL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BRBNMPL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.
- 15. Distribution of Despatch Documents for Clearance / Receipt of Goods**
- 15.1** The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- 15.2** For Domestic Goods, including goods already imported by the supplier under its own arrangement, within 24 hours of despatch, the supplier shall notify BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - Packing list;
 - Insurance certificate;
 - Railway receipt / Road Consignment note;
 - Manufacturer's guarantee certificate and in-house inspection certificate;
- Inspection certificate issued by BRBNMPL's inspector
 - Expected date of arrival of goods at destination and
 - Any other document(s), as and if specifically mentioned in the contract.
- 15.3** For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax / email:
- Clean on-Board Airway Bill/Bill of Lading (B/L)
 - Original Invoice
 - Packing List (with item-wise gross and net weight)
 - Certificate of Origin from Seller's Chamber of Commerce
 - Certificate of pre-despatch inspection by BRBNMPL's representative/nominee
 - Certificate of Quality and current manufacture from OEM
 - Dangerous Cargo Certificate, if any.
 - Insurance Policy of 110% if CIP/CIF contract.
 - Performance Bond / Warranty Certificate
- 15.4 Receipt of Consignment - Preliminary Acknowledgement:** At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.
- 16. Warranty**
- 16.1** In general, the supplier should warrant 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 should further warrant 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** Unless otherwise specified in the SCC, this warranty shall remain valid for twelve months after the goods or any portion

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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.
- 16.3** Obligations of the contractor under the warranty clause shall survive even though:
- The Goods may have been inspected, accepted, installed/ commissioned and paid for by BRBNMPL.
 - The contract is terminated for any reason whatsoever.
- 16.4** BRBNMPL shall promptly notify in writing to the contractor, if during the period above, the said goods/stores/articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of BRBNMPL in that behalf being final and conclusive).
- 16.5** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC or contract), 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.
- 16.6** A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/Warranty Guarantee. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, BRBNMPL shall be entitled to encashment of whole of Performance/ Warranty Guarantee Bonds.
- 16.7** 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 remain till the original warranty period.
- 16.8** 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 or contract), it shall amount to breach of Contract for default and
- BRBNMPL shall avail any or all remedial action(s) thereunder.
- 17. Assignment**
- 17.1** The Supplier shall not sublet, transfer, or 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 incidental Works/ Services.
- 18.3** Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").
- 18.4** If the Contractor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.
- 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 suo-moto or, on request from the supplier, 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:
- Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
 - mode of packing,
 - incidental services to be provided by the supplier
 - mode of despatch,
 - place of delivery, and
 - 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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.
- 19.4 Repeat Order:** By a suitable provision in the SCC, the Purchaser may reserve the right to procure additional 50% of the ordered quantity within 6 months from the date of last supply by placing repeat order against the previous order with same rate and terms and conditions. However, both optional quantity and repeat order quantity together shall not exceed 50% of the initial ordered quantity.
- 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.
- 20.2 Price Variation:** If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/power components as per the price variation formula specified therein.
- 20.3 Exchange Rate Variation:** The offer of the tenderer should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period, unless firm has already indicated the time schedule within which material will be imported by the firm. In case delivery period is refixed / extended, ERV will not be admissible, if this is due to default of the supplier.
Documents for claiming ERV:
- (i) A bill of ERV claim enclosing working sheet
 - (ii) Banker's Certificate/debit advice detailing F.E. paid and exchange rate prevailing on the date as applicable.
- (iii) Copies of import order/agreement placed on supplier
 - (iv) Invoice of supplier for the relevant import order
- 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. Further instruction, if any, shall be as provided in the SCC.
- 21.2** If applicable under relevant tax laws and rules, BRBNMPL shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 21.3** The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill / invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.
- 21.4** The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce / trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- 21.5** While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor 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 contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.
- 21.6** All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- 21.7** Liquidated damages or any other recoveries should be shown as deductions on the

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

invoice, and GST shall be applicable only on the nett balance payment due.

21.8 In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the nett invoice value after the variation is taken into account.

21.9 GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

(i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

(ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

(iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

(iv) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

21.10 Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended

delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

21.11 Duties/Taxes on Raw Materials: The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties 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 expressly agreed to in terms of the contract.

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. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque.

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 / CIF Destination / 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
- 60% on proof of dispatch along with other specified documents
 - 30% on receipt of the goods at site by the consignee (Stores section) and balance

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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/CIF Destination/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 ascertaining its suitability 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 10% - 20% 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** In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders 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:
- Original Invoice (GST compliant)
 - Packing List (with item-wise gross and net weight)
 - Certificate of country of origin of the goods from seller's Chamber of Commerce in case of imported goods
 - Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee
 - Manufacturer's test certificate
 - Performance / Warrantee Bond
 - Certificate of insurance
 - Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department
 - Consignee's Certificate confirming receipt and acceptance of goods in case of payment after receipt and acceptance
 - Dangerous Cargo Certificate, if any, in case of imported goods.
 - Any other document specified.
- 22.9** While claiming reimbursement of duties, taxes (like GST, 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 receipt copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - Delay in supplies, if any, has been regularized.
 - The contract price where it is subject to variation has been finalized.
 - The supplier furnishes the following undertakings:

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

"I/We, _____ certify that I/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."

22.11 Withholding and lien in respect of sums

claimed: Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, BRBNMPL shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from:

- (i) any security or retention money, if any, deposited by the contractor.
- (ii) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with BRBNMPL if the security is insufficient or if no security has been taken from the contractor.

22.12 Payment Against Time-Barred Claims: All claims against BRBNMPL shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. BRBNMPL is entitled to, and it shall be lawful for it to reject such claims.

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:

- (i) **Liquidated Damages:** 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.

(ii) Denial Clause:

a) 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.

b) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

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 ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause, 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

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 denial clause 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. Breach of Contract - Termination for default

26.1 BRBNMPL, without prejudice to any other contractual rights and remedies available to it for breach of contract, such as removal from the list of registered supplier, may, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- (i) If the supplier fails to deliver any or all of the stores or services within the time period(s) specified in the contract, or any extension thereof granted.
- (ii) If the supplier fails to perform any other obligation (including Code of Ethics or

obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period specified in the contract or any extension thereof granted.

- (iii) If the supplier is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (iv) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.
- (v) When both parties mutually agree to terminate the contract.
- (vi) Any special circumstances, which must be recorded to justify the termination of a contract.
- (vii) In pursuance of an award given by a Court of Law.

26.2 In the event BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may take recourse to any one or more of the following actions:

- (i) Invoke the performance security;
- (ii) Invoke the risk purchase clause - BRBNMPL may procure goods and/ or services similar to those undelivered, 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;
- (iii) Any other action as deemed appropriate.

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

26.4 All warranty obligations, if any, shall continue to survive despite the termination.

26.5 Limitation of Liability: Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

27. Breach of Contract - Termination for insolvency

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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**
- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 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/or 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/or services.
- 30. Fall Clause**
This clause shall be applicable only if explicitly invoked in SCC. Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract.
- 30.1** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/organisations including the
- Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- 30.2** The above stipulation shall, however, not apply to:
- (i) Exports by the contractor
 - (ii) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
 - (iii) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates
- 30.3** The contractor shall furnish the following certificate with each bill for payment of supplies made against the contract.
"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to BRBNMPL under the contract herein, and such Goods have not been offered/sold by me/us to any person/organisation including any Ministry/ Department/Attached and Subordinate Office/Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (i), (ii) and (iii) of sub-clause (30.2) above, details of which are as follows:-"
- 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, Obligations, Penalties and Punishments**
- 32.1 Code of Ethics:** Officers and staff of BRBNMPL as well as Bidders, Suppliers, Contractors, and Consultants under BRBNMPL contracts shall observe the highest standard of ethics and should not indulge in following prohibited practices,

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- (i) **“Corrupt practice”** making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (ii) **“Fraudulent practice”** any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - (iii) **“Anti-competitive practice”** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - (iv) **“Coercive practice”** harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (v) **“Conflict of interest”** – participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract from which particular procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any officer in Procuring entity, who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - (vi) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;
- 32.2 Obligations for proactive disclosures:**
- (i) Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Ethics to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above – pre-existing or as and when these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of ethics.
 - (ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such code of ethics with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of ethics.
- 32.3 Penalties and Punishments**
- A particular violation of ethics may span more than one of above-mentioned unethical practices. Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the Procuring Entity comes to a conclusion that a (prospective) bidder or contractor directly or through an agent has violated this Code of Ethics in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including:
- 32.3.1 if his bids are under consideration in any procurement**
- (i) Rejection and exclusion of the bidder from the procurement process;
 - (ii) Calling off of any pre-contract negotiations and forfeiture or encashment of bid security;
 - (iii) Forfeiture or encashment of any other security or bond relating to the procurement;
 - (iv) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - (v) Recovery of payments made by the procuring entity along with interest thereon at prevailing rate;
 - (vi) Holiday Listing, Removal from the list of approved vendors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - (vii) In case of Anti-competitive practices, information for further processing may be filed with the Competition Commission of India.
 - (viii) Initiation of suitable disciplinary or criminal proceedings against any individual staff

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

found responsible.

33. Resolution of disputes

In case of any dispute or difference or question arising out of or in connection with or in relation to the contract or related documents, including, without limitation, their existence, interpretation, performance, or termination (whether during the course of supply or after its completion and whether before or after the determination, abandonment or breach of contract), the Parties (the PURCHASER and the SELLER) shall endeavor to settle such disputes or differences amicably in the following manner:

33.1 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within **60** days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation.

33.2 Conciliation through Expert Settlement Committee (ESC)

If the Parties fail to resolve their dispute or difference by Adjudication then either Party can send a notice invoking Conciliation through an Expert Settlement Committee (ESC) to the other Party within **15** days from the date of failure to resolve the dispute. The date of the last meeting held in the process of Adjudication shall be taken as date of failure to resolve the dispute through mutual consultation. The other Party shall have to respond within **15** days from the date of receipt of notice invoking Conciliation.

33.3 Arbitration

- (i) If the Parties fail to reach an amicable settlement through the processes of Mutual Consultation and Conciliation through ESC, then either Party (the PURCHASER or the SELLER) may within thirty (30) days of such failure give a written notice to the other Party requiring that all matters in dispute or difference or in question be arbitrated upon in accordance with The Arbitration and Conciliation Act 1996.
- (ii) Only the matters specified in such written notice which are in question or subject of dispute or difference, as also the amount of claim / counter-claims, shall be referred to the arbitration and no other matter which has not been specified shall be referred to the arbitration.
- (iii) The claims and counter claims raised by the Parties at the time of invocation of the arbitration shall be final and binding on the Parties and no change shall be allowed in the same at any stage during arbitration under any circumstances. Withdrawal of claims/counter claims may however be done by the Parties at any stage.
- (iv) The matters in dispute or difference or in question may be referred by either Party to a sole Arbitrator if the total value of the claim/counter-claim is up to ₹50 lakh and to a panel of three Arbitrators if the total value of claim/counter-claim is more than ₹50 lakh. For this purpose, BRBNMPL shall maintain a panel of qualified and experienced persons who will function as Arbitrators.
- (v) **Appointment of Sole Arbitrator:** MD, BRBNMPL shall appoint the Sole Arbitrator from its panel of Arbitrators with the written consent of the other Party. The complexities of the dispute, the qualification and the experience of the person shall be kept in view while making such appointment. The award of the sole Arbitrator shall be final and binding on all parties.
- (vi) **Appointment of three Arbitrators:** MD, BRBNMPL shall appoint an Arbitrator from its panel of Arbitrators. The complexities of the dispute, the qualification and the experience of the person shall be kept in view while making such appointment. Likewise, the other Party shall appoint its Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator, who will be the Presiding Arbitrator. The decision of the majority of the Arbitrators shall be the Award of the Arbitral Tribunal and shall be final and binding on all parties.
- (vii) The Arbitrator or Arbitrators appointed under this clause shall have the power to extend the time to make the award with the

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- consent of the Parties as per the Arbitration and Conciliation Act, 1996 as amended till date. The fees of Arbitrator(s) and all other incidental cost incurred during the arbitration proceedings shall be borne equally by the parties.
- (viii) The arbitration proceeding shall be held in Bengaluru or any other place in India as decided by the PURCHASER 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.
- (ix) The Arbitration Proceedings shall be governed by The Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.
- (x) Pending reference to arbitration, the Parties shall continue to perform their contractual obligations under the Agreement and disputes or differences or questions, if any, will finally be settled in the arbitration.
- 34. Jurisdiction**
Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract or any Award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at Bengaluru/Kolkata and only the said Court(s) at Bengaluru/Kolkata shall have jurisdiction to entertain and take any such actions and/or proceedings to the exclusion of all other Courts.
- 35. Governing Law**
The Contract shall be governed in all respects by the by the laws of the Republic of India for the time being in force without application of the doctrine of Renvoi.
- 35. Secrecy**
35.1 If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", 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 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

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

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

36.3 Deliveries, Delays and Breach of Contact

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

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

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

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

36.3.4 No delivery of 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

(Wholly owned subsidiary of Reserve Bank of India)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

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.

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	<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>
3	6.1, 6.3, 6.5	Performance Bond / Security	<p>No Relaxation for bidder of any Stature</p> <p>Within 21 days after issue of Purchase Order/ Notification of Award/Letter of Intent by BRBNMPL, Salboni, Performance Security is to be submitted for an amount equal to Ten per cent (10%) of the total value of contract. Further, in case there is any amendment to the contract, GCC clause 6.4 shall be applicable.</p> <p>In case Security Deposit / Performance Bond is submitted in the form of Bank Guarantee, the same should be in the name of "Bharatiya Reserve Bank Note Mudran Private Limited" and</p>

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GCC Clause No.	Topic	SCC Provision
			<p>should be valid up to Sixty days after date of completion of all contractual obligations including 3 years warranty/ DLP and 5 years CAMC period. Format of Bank Guarantee (BG) shall be as per Section-XV (Bank Guarantee Form for Performance Security). In case of failure of the contractor to execute the contract within the contract period, the security deposit shall be forfeited and the decision of BRBNMPL in this shall be final and binding.</p> <p>Performance Security shall be released without any interest after successful completion of all contractual obligations including warranty and CAMC obligations and on submission of "No Demand Certificate".</p> <p>L1 bidder compulsory under take CAMC for five years after warranty period. If the bidder failing to oblige the CAMC after warranty period, the performance security (SD) will be forfeited.</p>
4	8.2	Packing and marking	No change
5	9	Inspection and Quality Control	Received goods shall be inspected as per tender specifications. If delivered goods is rejected for any reasons, supplier has to replace the same within 15 days at his own cost and risk at our site from the date of issue of our intimation of rejection.
6	11.2	Transportation of Domestic Goods	No change
7	12.1	Insurance	Applicable
8	14.1	Incidental Services	Applicable
9	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No change
10	16.2	Warranty Clause	<p>Warranty: The entire IPCCTV system should be under 03 year onsite warranty and defect liability (including all spare parts) from the date of acceptance. Any fault arising within the warranty period must be attended as per SLA terms, failing which appropriate action as deemed fit will be taken. During the warranty period On-site maintenance and servicing shall be provided at free of cost till the completion of warranty period.</p> <p>Business Days: Refer Table-5 (Working Hours) of Section VII</p>
11	18	Sub-contracting	No change

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GCC Clause No.	Topic	SCC Provision
12	19.3, 19.4	Modification of Contract	19.3 Option Clause – Applicable 19.4 Repeat Order – Applicable
13	20.2	Price Variation Clause	Not applicable
14	21.10	Statutory Variation Clause	Bidder has to furnish the price-break-up including the tax components. Any revision (increase/ decrease) in Statutory rates after opening of the tender shall be paid at actuals on submission of documentary evidence. Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same shall have to be borne by the supplier. If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
15	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments	Payment Terms: No Advance Payment shall be made. a) 80% of the value of Material Supplied will be released upon delivery of material at site, on submission of BG of equal amount of invoice. BG shall be valid till completion of work and issuance of FAC plus claim period of 60 days. b) Balance 20% of the above Material Supplied and 100% of Installation and commissioning charges will be released upon fulfilment of all contractual obligations and issuance of work completion certificate / FAC for total IP CCTV System. c) 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. d) 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

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	GCC Clause No.	Topic	SCC Provision
			BRBNMPL and the same will have to be borne by the supplier. Payment shall be released only after receipt and acceptance of the material by BRBNMPL. The material will be received only with original Delivery Challan and Bill/Invoice. However, in exceptional cases, where the material is delivered with copies of Delivery Challan and Bill/Invoice, the payment shall be released only on receipt of following documents: i. Original Invoice (sealed & signed) ii. Delivery challan iii. Manufacturer's Test certificate, if applicable iv. Warranty certificate v. NEFT mandate as per Annexure-11, if not submitted earlier
16	24	Liquidated Damages	Applicable. In case of any delay in the completion of supply, installation, commissioning, training, FAT & buyback, LD shall be levied on the total gross bill amount. However, no LD shall be deducted for any delay not attributable to the supplier.
17	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	Not applicable
18	27.4	Escrow Arrangement	Applicable
19	30	Fall Clause	Not applicable
20	32	Code of Ethics	Applicable
21	33, 33.1, 33.2, 33.3	Resolution of Disputes	Clauses of 33.1, 33.2 and 33.3 are applicable All disputes / differences shall be subject to and referred to the court of competent jurisdiction situated within the limits of Kolkata.
22	36	Disposal / Sale of Scrap by Tender	Not Applicable for this tender.

IMPORTANT CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

- 1. Liquidated Damages:** 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 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% of the delayed 'goods' or 'services'

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

contract price(s). During the above-mentioned delayed period of supply and / or performance, the denial clause shall also apply.

- 2. Buyback Offer:** Bidder has to quote the buyback offer for the existing Analog CCTV system as per BOQ given in Section XI: Price Schedule. Buy back items will be given only after removing data storage devices like Hard disks, Tapes etc.

- 3. Quantity:** The IP CCTV system is considered as single lot. Present requirement is mentioned in Section VII (Technical specifications and scope of work) as per BOQ. Quantity of IP CCTV Camera (521), Hybrid NAS Storage is fixed. However other item may increase or decrease depending upon the actual requirement at the time of placing of order and proposed design.

- 4. Pre-Bid Visit:** 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.

- 5. Determination of CAMC price:** The Original quoted price against CAMC (Table B: **Comprehensive AMC charges in section XI: Price bid**) shall be multiplied with discount factor as per Discounted Cash Flow method. Discounted Cash Flow factor tabulated below.

Year	1	2	3	4	5
Discount factor	1.00	0.92593	0.85734	0.79383	0.73503
Year	6	7	8	9	10
Discount factor	0.68058	0.63017	0.58349	0.54027	0.50025

- 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. Comprehensive Annual Maintenance Contract (CAMC):** Successful bidder shall maintain Entire system under Comprehensive AMC for Five years after successful completion of three years of warranty period. **If any equipment becomes obsolete during the CAMC period, it has to be replaced with the similar setup/equipment by the bidder.**

- 9. Payment during CAMC:**

- a) Which includes the Software License Fees as well as back to back OEM Support Fee shall be paid on **quarterly basis** on satisfactory execution of the contract and submission of bills. However, the payment for renewal of Software License Fees as well as back to back OEM Support Fee will be released upon submission of renewal certificate and proof of payment made for renewal /

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

support. The Contractor shall raise the bill in the 1st week of succeeding month of the quarter for release of payment after fulfilling all the necessary formalities.

- b) The proof for existence of back to back service support agreement between bidder and OEM for the S1, S2 items of designed system BOQ (Supplied / utilized from existing infra) shall be produced along with first quarter bill.
- c) Taxes will be applicable as per prevailing rates.
- d) Successful bidder has to submit a copy of latest GST Return along with the bill/invoice,

10. Warranty / Defects Liability Period (DLP):

- a) The Item should be under **03 year** onsite warranty (including all spare parts) from the date of acceptance. Any fault arising within the warranty period must be attended as per SLA terms, failing which appropriate action as deemed fit will be taken. During the warranty period On-site maintenance and servicing shall be provided at free of cost till the completion of warranty period.
- b) The Contractor shall be liable to replace/repair any defects within the warranty/defects liability period free of cost to the BRBNMPL. 5 years CAMC renewable year on year basis upon satisfactory performance shall start after completion of warranty period.
- c) Supplier has to ensure Back to back warranty/service support for S1 and S2 items (BOQ and existing infra, if used) for software/ hardware like Storage, servers, switches etc. from OEM in the name of BRBNMPL.
- d) The proof for existence of back to back Warranty/ service support agreement between bidder and OEM for the S1, S2 items of designed system BOQ (Supplied / utilized from existing infra) shall be produced after successful FAT.

11. Life Cycle of Component: The offered items to be supplied must be latest (not older than 02 years from the date of first launch as on date of supply) and should have warranty period of three years from OEM from the date of FAC.

12. End of Service Support: The offered items to be supplied must have Minimum Five year end of service support from the announcement of end of sale from OEM. **The Bidder to replace Hardware or Software free of cost during Warranty and AMC period if OEM doesn't support.**

13. Training: The bidder shall provide the training to BRBNMPL Employees for a period of minimum two weeks for proper operation and use of the CCTV system. The bidder should also conduct on site periodic refresher training during the period of DLP and CAMC. The training should cover detailed system administration, configuration and trouble sensing. End-user training including complete documentation shall be provided to the specified number of personnel identified by the BRBNMPL at site.

14. Co-ordinating Authority: The officer/(s) authorized by Deputy General Manager, DGM (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.

15. 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. During warranty & during AMC manpower has to be deployed as per SLA.

- 16. Manpower during Warranty:** Contractor shall depute residential manpower as per requirement given in Section VII: (4 -COMPREHENSIVE CAMC -(h): Service Support) during warranty period as well as during CAMC.
- 17. Manpower during CAMC:** Contractor shall quote category wise manpower rate under AMC pricing. BRBNMPL may, on its discretion, exercise the option of deploying its employees in future.
- 18. 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. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 Third party liability policy for a total of minimum Rs.10 lakhs and with a limit of minimum Rs.2 lakh per accident.
 - 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.

19. 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.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section VI: List of Requirements**

Tender Title		SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI				
Tender No.		021/SAL/MMD-MAINT/2023-24 dated 17/02/2024				
Schedule No.	Minimum Local Content (%)	Brief description of goods and services (Related specifications etc. are in Section-VII)	Quantity with UoM	Amount of Earnest Money (₹)	Delivery Requirements	Destination State for GST purpose
1	Class-I 50% Class-II 20%	SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI (As per detailed Specifications in Section - VII) WITH BUYBACK OF MATERIAL PERTAINING TO EXISTING ANALOG CCTV SYSTEM	01 LOT As per BOQ	20,00,000/-	F.O.R. General Stores, BRBNMPL, Salboni	West Bengal

1. Scope of Supply:

The Scope of work includes Supply, Installation & Commissioning, of IP CCTV System at BRBNMPL, Salboni, West Midnapore District, West Bengal-721132. Supply & installation is to be done by the supplier.

2. Sequences / Milestone: of IP (Internet Protocol) CCTV Implementation Project will be as under:

- Project Planning, Drawing's submission and Ethernet / OFC Cable laying as per requirement of the complete project (both Township and Plant)
- Supply and installation of servers and network switches
- Supply of storage, Cameras and all Software required and commissioning as per approved design
- Successful testing of township and Shop floor cameras and Submission of Licenses for software and FAT for complete CCTV system performance, contractual obligations fulfilment including training and Issuance of FAC after installation of (a), (b) & (c) above.
- Third Party certification for OFC and Network Throughput has to be submitted by the Contractor
- shifting of existing 122 IP cameras consisting of PTZ and Fixed, outdoor and indoor cameras which includes Face Recognition cameras 2 nos., Video Analytics Cameras 57 nos. and ANPR without recording cameras of Six (06) numbers into new IP CCTV system with applicable software and hardware licenses. The existing network of OFC and switches need to be integrated with supplied system
- Removal of all buyback items including existing Analog cameras from its location, after successful FAT of above.

3. Required Delivery Schedule: The complete IP based CCTV system shall be Supplied, Installed, Commissioned and Tested **within 300 (Three Hundred) Days** (including weekly off and holidays) from the date of issue of LOI/NOA. However, Senior 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 other than Quantity of IP CCTV

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Camera (521), Hybrid NAS is only indicative but not exhaustive; quantity may vary as per actual requirement.

4. **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.

Note: The Suppliers are advised **to visit our plant before participating in the tender** to understand the prevailing site conditions, the exact requirements and shall discuss the related issues with BRBNMPL engineering team.

5. **Phases of delivery:** Bidders have to deliver the items in phases as per project Plan to execute different works in parallel to ensure completion of the project at the earliest. The quantity mentioned in BOQ is only indicative but not exhaustive; quantity may vary as per actual requirement. **Successful bidder has to submit work Execution / Project timeline (plan), which will be part of the agreement.**

Contractor shall execute the work in parallel to complete the project at the earliest without hampering the routine work and without disturbing the security norms in consultation with concerned Maintenance Officers.

6. **Supply of Items:** The offered items to be supplied must be latest (not older than 02 years from the date of first launch as on date of supply) and should have warranty period of three years from OEM from the date of FAC and shall not fall in end of support during warranty/ defect liability period. Only One make to be offered for each item.

a) The offered items (to be supplied) must have Minimum Five year end of service support from the announcement of end of sale from OEM

b) Material has to be supplied according to milestone wise execution plan. Supplying of entire project items at a time is not acceptable. Prior permission from project coordinating officer of BRBNMPL is required to supply the items. Parallel execution of milestones will be allowed except clause d and f (of sub heading: Sequences/ Milestones) to speed up the project if multiples teams will be deployed by Contractor with prior consent from BRBNMPL.

7. **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.

8. **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.

9. **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.

10. **Mode of Transportation:** As desired by the bidders which should be in safe, secure and environmentally friendly manner.

11. **Incidental services:** Any incidental works / services required for the supply, installation & commissioning of the of IP CCTV System shall be under supplier's scope.

The materials are to be supplied to the following address:

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

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI**T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****List of Requirements - Compliance**

Note to Bidders: Fill up this Form regarding Section VI: List of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Tender Title			SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI					
Tender No.			e-Tender No. 021/SAL/MMD-MAINT/2023-24				Date: 17/02/2024	
Schedule No.	HSN/ SAC Code	GST * %	Local Content (%)	Description of Goods and Services	Quantity	Delivery offered	Destination State for GST purpose	Bidder's GSTIN
1				SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI (As per detailed Specifications in Section - VII) WITH BUYBACK OF MATERIAL PERTAINING TO EXISTING ANALOG CCTV SYSTEM	01 LOT As per BOQ			

* Mention total % and breakup into CGST, SGST, IGST, Cess etc.

Note: The Suppliers are advised **to visit our plant before participating in the tender** to understand the prevailing site conditions, the exact requirements and shall discuss the related issues with BRBNMPL engineering team

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Bidders may note the following parameters and satisfy themselves that they fulfil all the criteria before bidding: -**

Sl. No.	Parameter	Acceptance by Bidder	Remarks
1	(i) The tenderer should be a capable bidder shall have experience in successfully completed contracts / Work Orders for security/Banking establishment involving Supply and successful installation and integration of IP CCTV camera with L2 and L3 switches, recording Servers and Centralised Storage of IP CCTV system in NAS during last seven years ending previous month with reference to tender date.	Accepted	
	(ii) Tenderer should be capable of handling large volume of business and should be able to fulfil the entire scope of work within the specified period.	Accepted	
	(iii) The tenderer should comply with requirements in Section VII: Scope of work and qualify as per Section IX: Qualification Criteria.	Accepted	
2	Scope of Work: The Scope of work includes Supply, Installation & Commissioning, of IP CCTV System at BRBNMPL, Salboni, with Buyback of Existing Old analog CCTV system. Supply & installation is to be done by the supplier. Detailed Scope of Work is mentioned at Section – VII of this tender.	Accepted	
3	Required Delivery Schedule: The complete IP based CCTV system shall be Supplied, Installed and Tested within 300 (Three Hundred) Days (including weekly off and holidays) from the date of issue of LOI/NOA. However, Senior 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.	Accepted	
4	Required Terms of Delivery, Destination and preferred mode of Transportation: 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. Note: The Suppliers are advised to visit our plant before participating in the tender to understand the prevailing site conditions, the exact requirements and shall discuss the related issues with BRBNMPL engineering team.	Accepted	
5	Bidders have to deliver the items in phases as per project Plan to execute different works in parallel to ensure completion of the project at the earliest	Accepted	

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	Parameter	Acceptance by Bidder	Remarks
6	The offered items to be supplied must be latest (not older than 02 years from the date of first launch as on date of supply) and should have warranty period of three years from OEM from the date of FAC and shall not fall in end of support during warranty/ defect liability period. Only One make to be offered for each item. The offered items (to be supplied) must have Minimum Five year end of service support from the announcement of end of sale from OEM	Accepted	
7	Sequences / Milestone: of IP (Internet Protocol) CCTV Implementation Project will be as mentioned in Section VI: List of requirements.	Accepted	
8	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 The materials are to be delivered to the following address: Bharatiya Reserve Bank Note Mudran (P) Limited Salboni, Dist. - Midnapore (West), PIN- 721 132, West Bengal.	Accepted	
6	The existing old analog CCTV system dismantled & collected from the following address: Bharatiya Reserve Bank Note Mudran (P) Limited Salboni, Dist. - Midnapore (West) PIN- 721 132, West Bengal.	Accepted	
7	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.		
8	Mode of Transportation: As desired by the bidders which should be in safe, secure and environmentally friendly manner.	Accepted	
9	Scope of supply: As per Section VII. The successful bidder / contractor shall supply, Install IP CCTV System with all the materials required for successful installation & commissioning without any extra cost to BRBNMPL	Accepted	
10	Incidental services: Any incidental works / services required for the supply, installation & commissioning of the of IP CCTV System shall be under supplier's scope.	Accepted	

We have noted the above parameters and are satisfied that we fulfil all the criteria for bidding in the tender. We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: List of Requirements.

Signature of Authorized Signatory with Date and Seal

Section VII: Technical Specifications & Scope of work**ANNEXURE-A****SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM IN PLANT AND TOWNSHIP
AREA AT BRBNMPL, SALBONI****1. PREAMBLE**

Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) is a wholly owned Subsidiary of Reserve Bank of India is engaged in sovereign function of Designing and Printing of Bank Notes. It has Corporate Office at Bangalore and has two printing presses at Salboni in West Bengal and Mysore in Karnataka. The Company proposes for "SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM in Plant and Township area at BRBNMPL, SALBONI. This proposal includes and fixing IP cameras as per requirement, using existing/ new/ combination of existing and new infrastructure like OFC back bone, supplying NAS Storage and replacing the existing analog CCTV cameras with IP based cameras. The IP CCTV system bidder to consider installation of new IP cameras by using existing infrastructure of IP CCTV system (like OFC back bone) and providing additional networking infrastructure wherever required IP CCTV system to fulfil scope of work and to ensure fast, stable, reliable and robust performance. The task would be executed by understanding the Company's scope of work for implementing the new solution by the System Integrator/OEM/OEM integrator including, Supply, Installation & commissioning on a turnkey basis, training of Company's officials, handing over etc.

2. SCOPE OF WORK:

System description in general:

a) Existing Analog CCTV System :

- There are 333 Nos. Analog Cameras installed at various locations.
- Recording of these cameras is stored in DVRs and Tape library storage.
- Live display of these cameras is available at CCTV control room.

b) Existing IP based CCTV system:

- There are 122 Nos. cameras installed at various locations.
- These cameras are connected to Field switches
- Field switches are connected to Core switches through OFC backbone
- VMS server, recording servers, Core switches and storage are installed at CCTV control room.
- Recording of these cameras is stored at storage.

c) The main component Make & model details are as mentioned below.

Sl.No.	Description	Make	Model	Version	Remarks
1	VMS system	Mile stone	X Protect	11.1a	--
2	SAN Storage	EMC	VNX 5600	---	Controllers CS0, CS1 Existing capacity: 320TB

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

3	VMS Server	HP	PROLIANT DL360 GEN-9	2012	OS: WINDOWS SERVER 2012 R2 STANDARD
4	Recording Servers	HP	PROLIANT DL360 GEN-9	2012	OS: WINDOWS SERVER 2012 R2 STANDARD
5	Recording Server- Failover	HP	PROLIANT DL360 GEN-9	2012	OS: WINDOWS SERVER 2012 R2 STANDARD
6	L2 switches (Commercial Field switches)	Allied Telesis	AT-x510- 28GPX	---	24 port switches
7	L2 switches (Industrial grade Field switches)	Allied Telesis	AT-IE200- 6GP	---	4 port switches
8	L3 Switches (Core switches)	Allied Telesis	AT-x510- 28GSX		24 port switches-4 Nos.
9	OFC Network	Finolex			12 Core Armored OFC cable network.

- d) Scope of work shall include IP based CCTV system, supplying, installation of items as per scope, testing and commissioning of the supplied system. **The scope of work includes shifting of existing 122 IP cameras consisting of PTZ and Fixed, outdoor and indoor cameras which includes Face Recognition cameras 2 nos., Video Analytics Cameras 57 nos. and ANPR without recording cameras of Six (06) numbers into new IP CCTV system with applicable software and hardware licenses. The existing network of OFC and switches need to be integrated with supplied system.**
- e) BOQ is only indicative and derived for 521 IP Cameras requirement, using existing **OFC back bone**. The scope includes recording of all cameras {System shall be capable to cater 750 cameras} which must be displayed in client/ Workstation PC having respective applications running.
- f) **The bidder shall offer all the products which have 08 years of OEM support for service and spares after FAC. The bidder to submit End of support date declared by OEM for NAS Storage, servers, switches, cameras etc. and it should be minimum 8 years from the date of issue of FAC i.e., 3 years Warranty + 5 years CAMC period. The bidder to submit a declaration regarding providing alternate equivalent model if the OEM fails to support for spares and service.**
- g) **During tender evaluation or After Order Placement and before delivery if the particular model of any Hardware or Software is declared end of sale by the OEM then the latest model launched by the OEM which fulfils all technical requirements may be accepted without any financial implications. The request for the change in model must be accompanied by the declaration from OEM.**
- h) The objective shall be to provide high degree of digital video surveillance to the premise by

replacing and repositioning of 333 nos. Analog cameras with IP (Internet Protocol) based cameras and installing additional 188 nos. IP cameras as decided by BRBNMPL. The purpose is to monitor the entire area and to record, store and retrieve the events, whenever required. It is also essential to have recorded video recording of all cameras to be stored for a minimum period of **90 days** to facilitate investigations of a reported case or event.

- i) The successful bidder has to provide complete solution involving all aspects of required components, including but not limiting to, provide IP based CCTV cameras, Servers, Network Attached Storage (NAS) system, Layer 2/ Layer 3 network switches, expansion of OFC network after considering the existing backbone. Other network components and cabling along with comprehensive responsibility of, supply, installation, commissioning and Maintenance of the supplied equipment at BRBNMPL, Salboni.
- j) The system shall have a provision for PTZ control cameras and fixed cameras at both indoor and outdoor locations and live monitoring at Control room and designated locations over the LAN using the latest technology such as Tri- Stream technology enabling high quality video recording over network at the NAS and lower resolution transmission to networked PCs at rates that won't cause bandwidth issues.
- k) The offered system should be high-performance network infrastructure with stackable switches multiple 10G and 40/100G interfaces, and redundant connections for high availability.
- l) The offered **Core Switches should be** high-performance Layer-3, stackable switches each have 48 Port 1/10G SFP+ ports and 4 number of 40/100G interfaces. They are to be equipped with dual hot-swappable power supply units (PSUs). The core switches must be connected to each other using 40G interfaces to achieve higher stacking bandwidth. They are to be configured in Active/Active mode for high availability meaning both switches actively handle traffic simultaneously.
- m) **All offered servers and storage devices are to be connected to both core switches using 10G interfaces, ensuring redundancy and load balancing for improved performance.**
- n) **The offered Access switches are to be connected to the new core switches in a ring topology to achieve redundancy and resilience, ensuring that a single link failure won't disrupt the entire network.**
- o) In the future, if the existing core switches are repurposed as distribution switches, they will serve as aggregation points for all existing access switch uplinks. They will connect to the new core **switches using 2 10G interfaces with** link aggregation (LACP) to provide additional bandwidth and redundancy.
- p) Supplied System shall provide sufficient storage of all the high-resolution camera **(Minimum 750)** continuous recordings for a period of **minimum 90 days** @ 25 FPS at full HD or better quality using latest compression techniques H.265/H.265+ for all cameras. The Storage system shall be having minimum
 - i. NAS storage of 2000 TB usable space after Raid 6 configuration, and required controllers and licenses
 - ii. It shall be of latest release model as on bid published date.
 - iii. 24 hrs recording of one IP camera recordings shall be retrieved from NAS storage within 1 hour.

- iv. The storage shall continue without disturbance even though the NVR servers are under break down.
- v. In case storage server is not available the video data from NVR should be transferred when NAS storage is up.
- q) All Storage, Server and Video wall will be installed in the existing CCTV control room.
- r) System shall use video signals from various types of indoor/outdoor colour HD cameras (IP based) installed at different locations, process them for viewing on Workstations/video wall at Central Control room, local control rooms and simultaneously record all the cameras after compression using H.265+ / H.265 Standard and streamed over the IP network at full HD with 25 FPS frame rate. Mouse-Keyboard controllers shall be used for Pan, Tilt, Zoom, and other functions of desired cameras. The minimum specifications for retrieved video from NAS Storage are
 - i. Image Resolution: minimum 1080P HD (1920x1080)
 - ii. Frames per Second: minimum 25 FPS
- s) All camera recordings shall have Camera ID & location/area of recording as well as date/time stamp shall be programmable by the system administrator with User ID & Password. Also, system must have provision to create multiple user ID in different levels (Min. 4 levels) with restricted access by providing selective privileges like live monitoring, recorded footage viewing, add / delete camera, configure and system administrator.
- t) The live video, recording & replay should be smooth & continuous without any sluggishness.
- u) **The offered system should have Network Management software to monitor system performance aspects such as data capacity and transfer speed and function of every piece of hardware and software.**
- v) System shall be pentaplex i.e. it should provide facility of Viewing, Recording & Replay, backup/ transmission and remote access simultaneously. The offered system shall have facility to export the desired portion of clipping (from a desired date/time to another desired date/time) on DVD or Pen drive. Viewing of this recording shall be possible on any standard PC using standard software like windows media player etc.
- w) All the workstations in LAN should be provided with software to view and control the cameras and retrieve the recorded video images from the Recording Server / NAS seamlessly. The IP CCTV system should be compatible to work in LAN/WAN environment for inter/intra office networking of IP CCTV system.
- x) The system should be configured in such a manner that operational data is not lost in case of any failure of equipment or communication network and shall supply an effective network to provide 100% uptime for the entire link.
- y) It must be possible to remove one of the redundant systems for maintenance without interrupting operation and upon its reinstatement, automatically re-synchronize the databases again without interruption to system operation.
- z) The proposed solution should be able to generate various standard/ customized reports for event analysis / reporting purposes.

- aa) System shall have provision to include **Video Analytics feature**, if any, in future.
- bb) The system shall be configured to make provision to accommodate additional cameras / location(s) if any in future.
- cc) The functional requirement is only indicative. The bidder shall quote the latest technology system available at the time of submitting the Bid. The bidder shall propose the most suitable economical integrated system solutions.
- dd) Latest revision of all applicable IE rules and other regulations shall be followed and comply with all the Safety statutory requirements while executing this work.
- ee) **The tenderer shall quote rates in Rupees per annum for all-inclusive Comprehensive Maintenance Contract, applicable for a period of five years after expiry of warranty / defect liability period of three years. These quoted basic rates shall remain firm for five years of CAMC. All applicable Taxes will be as per prevailing rates.**
- ff) CCTV System shall operate on 230 V ($\pm 10\%$), 50 Hz single -phase AC power supply. If any equipment operates on any voltage other than the supply voltage and supply frequency, necessary conversion device for supply shall be supplied along with the equipment.
- gg) All the fitting and fixtures for IP / CCTV camera, their cabinet etc. at specified locations, workstation computers, UPS fitting will be done as directed by BRBNMPL Engineer/officials.
- hh) **After supply, installation and commissioning of IP based CCTV system for all milestones and Acceptance of System as per Order to the satisfaction of BRBNMPL, supplier shall dismantle the buyback material pertaining to existing Analog CCTV System and take back except the storage media as part of buyback offer.**

3. DETAILED SCOPE OF WORK

3.1 IP cameras

- a) Supply, Installation & Commissioning of IP Cameras for surveillance at all notified areas of the Main Press and Township areas as specified by concerned division with all required accessories. Scope includes replacing the existing analog CCTV Cameras with new IP cameras and installation of new additional IP cameras and interfacing to Network Attached Storage (NAS) & server with OFC backbone.
- b) Integration of PTZ control cameras and fixed cameras (varifocal) at multiple locations (indoor/outdoor) with the OFC Network, live monitoring and storage at Control room over the LAN using the latest technology with Tri- Stream technology enabling high quality video recording over network at the Network Attached Storage (NAS).
- c) Parameters of each camera like recording resolution and frame rate etc. shall be user selectable through VMS.
- d) Housing of cameras meant for indoor use shall be of IP 55 rating or better whereas outdoor camera housing shall be of IP 66 or better rating. These must be integrated by the camera manufacturer. The Camera Housing & Fixtures should be of Camera OEM.
- e) The camera shall be supplied for commercial / industrial (24x7) use based upon standard components and proven technology using open and published protocols. The camera provided shall be backed by a minimum **of three years manufacturer / supplier warranty** with support for MPEG-4/H.265/H.265+ and IPv6, wherever applicable IEEE 802.3af (PoE).

- f) The camera shall be equipped with an integrated event functionality, which can be triggered by External input, Video Motion Detection, Audio Detection, Schedule, Camera tampering, Local storage full etc. Response to triggers shall include Notification, using TCP, SMTP or HTTP Image upload, using FTP, SMTP or HTTP Activating external output recording to local storage and triggering alarm appropriately.
- g) All IP cameras shall conform to Open Network Video Interface (ONVIF) standards to ensure interoperability with network components in system-wide solutions. The cameras shall be supplied to support open system communications among IP-based security devices with Network Attached Storage (NAS) and Video Management System (VMS).
- h) All the cameras, network components should be provided with suitable surge suppressor for protection in power, signal & video lines against lightning.
- i) In order to optimize the memory, while recording, video shall be compressed using H.265+ / H.265 standard and streamed over the IP network.
- j) PTZ Cameras shall have 64 or more pre-defined positions, to be selected through suitable input alarm. System shall have provision of WAN connectivity for remote monitoring. Camera position and movements should be programmable for each camera for viewing / monitoring a particular span of area, by swipe or by constant watch.
- k) Licensed Software and Hardware should be in the name of BRBNMPL. The bidder to provide the list of Licensed products supplied along with license details.
- l) Software Licenses renewal certificate wherever applicable and back-to-back support agreement with OEMs for Hardware to be submitted before submission of 1st quarter bill for CAMC.

3.2 Recording / Camera Server

- a) Supply, Installation & commissioning of Recording / Camera Servers & failover server of latest version to replace the existing DVRs.
- b) The Recording servers shall be able to support all cameras at 25 frames per seconds at FHD while maintaining less than 70% load on each Recording Server.
- c) The Recording servers should be the front-end recording of the cameras for 07 days, Raid 6 back up with n+1 hot stand by configuration and required controllers and licenses. If any one of the camera servers fails, the stand by (Failover) server must take over automatically without any delay. **Back up recordings of all cameras for a min. 7 days shall be available at the Recording Server.**
- d) The NVMS should be provided with Failover Directory software to avoid the single point of failure. Recording and client PC should not have the complete dependency on the directory for running operation. **In the event of failure of directory as well as failover directory at least limited functions of recording and display should be continued.** The NVMS should also be provided with Failover Recording feature.

3.3 Network Attached Storage

- a) Supply, Installation & commissioning of Network Attached Storage (NAS) system with latest higher end version with minimum **2000 TB usable capacity** after Raid 6 configuration and required controllers and licenses

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- b) Storage system shall be Network Attached Storage (NAS). The Network video storage shall be capable of storing full HD camera videos for the specified period based on the following details:

Resolution	Minimum 2 MP for each camera
Frame Rate	25 FPS
Activity Level	100%
Duration of recording	24/7 continuous recording of Min. 750 cameras for 90 days with Raid 6 Configuration, and required controllers and licenses

- c) The bidder shall provide the storage capacity as per the above requirement for the various types of cameras and their recording duration. The bidder shall also **furnish the calculations to establish that the offered storage capacity is adequate to meet the above requirement.** If the offered storage capacity is found to be insufficient at any point of time, the bidder shall provide additional storage without any additional cost.
- d) All storage redundancy and mirroring capabilities shall be done using hardware solution and shall not rely on the Operating System and Server CPU to perform these functions. The Storage should support IP based replication in future. The bidder should provide details for the offered configuration: Drive type, Drive speed, Drive size, RAID group used to configure usable capacity (Data + parity + spares) along with total disks supported by the storage and balance disk space.
- e) **The entire System shall operate on 230 V (±10%), 50 Hz AC single phase online UPS power supply. If any equipment operates on any voltage other than the supply voltage and supply frequency, necessary conversion/correction device for supply shall be made by the supplier. BRBNMPL will provide UPS power at one point in CCTV control room. The distribution of power at CCTV control room is in bidder's scope.**

3.4 OFC Backbone Network, Network Switch & CAT 6A cabling for Communication

- a) Existing OFC network may be used for data / voice / video communication and network shall be expanded for additional requirement.
- b) L3 switch is the central point of the OFC network, located at the control room. All indoor / outdoor L2 switches with combo SFP port shall be installed with suitable enclosure at designated locations.
- c) 12 core OFC is to be used for creating the network. All the switches will be connected in a ring / star formation to enhance network reliability and no single point failure to keep network latency at a minimum.
- d) L3 Switches configured to provide 1+1 hot redundancy and also to provide fail-safe service for all the connected cameras by hosting all OFC rings.
- e) The OFC network should be tested and commissioned to the required IS standard.
- f) The underground laying of OFC cable shall be through HDPE pipe as per IS standards.

4 COMPREHENSIVE CAMC

Entire system shall be maintained under Comprehensive AMC for Five years, after successful completion of three years of warranty period. The scope of CAMC includes

- a) To check and attend daily maintenance / periodic maintenance.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- b) Attending to breakdown calls as and when received.
- c) Comprehensive AMC should be for the Total IP CCTV system installed including all cameras, servers, monitors, Video wall, network switches, storage devices, cables of all types and all hardware and software etc.
- d) It will be the responsibility of successful bidder to replace the defective components during warranty as well as CAMC period to make the system serviceable.
- e) The successful bidder shall provide all software updates, releases and renewal of licenses wherever applicable etc. within AMC cost to BRBNMPL.
- f) The Contractor should maintain the overall system 100% uptime (Failure of Total recording and viewing considered as IP CCTV system down, component levels failures dealt by Severity levels) through redundancy and spares at site and for Server, Storage, Network etc. as per SLA.
- g) In case of failure of Main / Hot standby Hardware / software if any shall be resolved as per SLA terms.
- h) If the contractor fails to liquidate the complaints, failure of the system within a stipulated time frame, LD and penalty as per SLA for each occasion will be deducted. However, total deduction in this regard is limited to 10% of the contract value. The uptime and penalty for downtime is as explained below**

Uptime Calculation: Complete IP CCTV system as a unit uptime is required to be maintained at 100%. (Failure of Total recording and viewing considered as IP CCTV system down), component levels dealt by Severity levels.

Whole IP CCTV system uptime and Penalty

Objective	Type of Measure	Example SLA Requirement	Penalty	Measurement Period
IP CCTV system functioning as a Whole effecting Recording and Viewing	Availability	The IP CCTV System will be available 100% of the time	0.1% of contract value or Rs 2,00,000/- whichever is higher on each occasion or day	Monthly (24*7*30)

Individual component failures without affecting the Whole system of video viewing and Recording will be as per the severity levels defined below

- 1. Severe (S1):** Calls that can have severe impact on business affecting IP CCTV system at large, without loss of view and whole IP CCTV system data Loss, falls under this category. E.g. – NAS Storage not available (but data available at NVRs), L3 switch issues (Stand/ by L3 switch must take over), NVR down (But direct recording in NAS and viewing continues) etc.
- 2. Essential (S2):** Calls that can have essential impact on the IP CCTV system affecting individual component or service, but do not impact IP CCTV functioning and loss of video data as a whole system, and have partial loss of viewing or recording a particular section/area fall under this category. E.g. – OS/ application functioning, OFC network issues, Redundant Server issues, L2 switch issues, Virus, Hard disk crashes etc.,

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 3. Normal (S3):** Calls that do not have much impact on the IP CCTV system as a whole but one or more low level components failure that result in partial loss of recording/ viewing for a specific camera or view fall under this category. E.g. – IP camera issues, L1 switch cat6 cable issues etc.
- 4.** The services shall be classified as in Tables below for the purposes of fault rectification, quarterly uptime commitment and levy of damages.
- 5.** Downtime will be counted from the time of reporting the maintenance call till the resolution of the problem of Hardware or Software

TABLE - 01 (Service Classification)

Severity Level	Response Time(time within which the Contractor should Respond)	Resolution Time (Time within which the Contractor should bring the service back to normal working condition)	Quarterly Uptime Commitment in percentage	At any point of time, the below quarterly uptime commitment should be maintained
S1	1 hour	4 hours	99.50%	95%
S2	1 hour	4 hours	95.00%	90%
S3	4 hours	16 hours	95.00%	90%

TABLE - 02 (Uptime Commitment)

Severity Level	Quarterly Uptime Commitment in percentage	Liquidated damages imposed per percentage or any fraction thereof for not meeting the SLA commitment in a quarter
S1	99.50%	0.005% of the contract value.
S2	95.00%	0.001% of the contract value.
S3	95.00%	0.0001% of the contract value.

Table - 03 (Resolution Time)

Severity Level	Resolution time allowed	Penalty Slots (above Resolution time)	Penalty Amount for Each Penalty Slot
S1	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 5000
S2	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 2000
S3	16 hrs.	One Slot = 16 hrs. continuous downtime	Rs 500

Table - 04 (Service Window)

Severity Level	Service Window in Hours	No. of days to be taken for calculation of availability
S1	24	No. of working days (Including Sundays)
S2	18	No. of working days
S3	18	No. of working days

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Table - 05 (Working Hours)**

Day	Service Timings	Mode of Delivery	Severity Level
Monday To Saturday	00:01 hrs to 24:00 hrs (24 hrs.)	On-site requirement between 6:00 hrs to 24:00hrs and should attend to any other calls on need basis during this service window	S1
Monday To Saturday	6:00 hrs to 24:00hrs (18 hrs.)	On-site	S2 & S3

Quarterly Uptime = Total Hours (Business days- Monday to Saturday) -Down hours (Total Down hours- Down hours in non-business days) x 100/ Total hours (Business Days*24)

Note: For details for Uptime and penalty please see the illustration given below

Illustration on LD/ Penalty Calculation

Consider an item "A" for the quarter 01-Oct-2024 to 31-Dec-2024							
Assume this item "A" falls under severity level S1							
Contract Value							
Total Amount of contract			Contract Amount total				
200000000			200000000				
Performance of the item "A" during the quarter							
Month	Service Window	No. of working Days	Total Hrs. of Availability	Hypothetical down time in Hrs.	Continuous Downtime in Hrs.	Resolution Time allowed in Hrs.	
Oct-2024	24	31	744	30	9	4	
Nov-2024	24	30	720	40			
Dec-2024	24	31	744	30			
Total			2208	100			
Calculation of Liquidated damages as per Table-02 for the quarter							
Availability in Hrs.	Downtime in Hrs.	Committed uptime	Actual Uptime	Deviation	Liquidated Damages	Penalty amount	
2208	100	99.5%	95.47%	4.03	0.005%	10000	
Calculation of Liquidated damages as per Table-03 for the quarter							
Continuous Downtime Hrs.	Penalty Slot	Penalty Amount for each slot	Penalty Amount				
5 (9-4)	2	5000	10000				
*Fraction of 4 Hrs. duration will be considered as one slot							
Total Penalty.....10000+10000=Rs 20000 /-.							

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

i) **Service Support:** Hardware and software service/ support requirements for IP CCTV system by vendor during **warranty and Comprehensive Annual Maintenance Contract:**

- 1) Vendor/ bidder shall ensure 100% uptime for the entire system (Down time of complete system of recording and viewing not allowed, component levels dealt by Severity levels). For components vendor must analyse and predict to carry out necessary part replacement or software updates as required to keep the system 100% up.
- 2) Manpower: Manpower deployment shall be 1 Residential Engineer/ System Administrator and 1 Senior Technician in General Shift, 2 Technician in A shift and 2 Technician in B shift. The timings will be as per BRBNMPL, shift timings.
 - a) Any increase in the minimum wages for the labourers declared by Central / State Government authority by time to time will NOT be reimbursed by BRBNMPL. Hence contractor is requested to quote for future years accordingly, considering future increase in minimum wages.
 - b) Rate of the wages should not be less than minimum wages as prescribed by Govt. of India and contractor shall ensure that wages are not less than minimum wages at any point of time during the complete period of contract. Accordingly, contractor should quote taking in to consideration future increase in minimum wages as well. If the quoted price is less than the prevailing minimum wages, the price bid will be rejected.
 - c) The quoted price shall be inclusive of salary, allowances, ESIC payment, PF payment, Bonus payment, Gratuity, conveyance, & overtime wages, if any, service & work contract Tax & all other charges including appropriate insurance charges, overheads for the work as mentioned in the service support (i) of Detailed scope of work. The Contractor shall pay bonus compulsorily @ 8.33% of total wages (Basic + DA) to his employees every year as per the government guidelines

Sl. No.	Components of Support Personal	Nos
1	System Administrator/ Resident Engineer for Domain Administrator, Network Management, OS, Backup, NAS Storage etc., (Category – High Skilled)	1
2	Senior Technician for organizing, coordinating and implementing Scheduled maintenance, break down maintenance and health check-up of all devices. (Category High Skilled)	1
3	Technicians for attending day to day maintenance work in cameras, switches, cables, (Category –Skilled)	4

- 3) Contractor must deploy minimum 06nos of manpower during the warranty period. if the contractor deploys less than 04 nos of manpower in any day in a week then it attracts penalty of 0.5% of the manpower deployment cost per week. This penalty will be deducted in addition to proportionate deduction for the less manpower from the quarterly bill payment.
- 4) **Deployment of System Administrator / Residential Engineers** (Qualification: B Tech/ BE/ Diploma in Electrical/Electronics/ IT/ Computer Science/ Networking) Minimum 01-year similar work experience for B Tech/ BE candidate and minimum 03 years similar experience for Diploma in Engineering candidates). **The bidder must pay minimum**

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

wages as per govt guidelines. The bidder to provide 2 sets of uniform and one pair of safety shoes every year to all the employees posted at BRBNMPL. The colour of the uniform to be approved by BRBNMPL before procurement.

- 5) **Deployment of Senior Technician-** Qualification and Work Experience: 01 Year experience in similar or CCTV systems for B.Tech, Minimum 03 years of experience in similar or CCTV systems for Diploma in Engineering candidates and 05 years working experience in similar or CCTV systems for ITI candidates.
- 6) **Deployment of Technician-** Minimum 01 years of experience in similar or CCTV systems for Diploma in Engineering candidates and 03 years working experience in similar or CCTV systems for ITI candidates.
- 7) Sufficient Spares storage to be maintained at site as per tender requirements or as per need.
- 8) Vendor shall have Back-to-back OEM Service Support Agreement as below
 - i. Online call support for hardware and software from OEM
 - ii. Media retention policy- The storage media retention shall be allowed for SAS/SSD etc storage media.
- j) **In case of any failure of component due to lightning, it will be the responsibility of successful bidder to replace the defective components during warranty as well as CAMC period to make the system serviceable at no additional cost to the BRBNMPL. The supplier shall take over the replaced parts/ goods after providing their replacements during Warranty and CAMC except defective disks / memory devices which will be retained by BRBNMPL and supplier shall not claim for such replacements.**

5 Minimum spares to be kept at site shall include but shall not restrict to the following:

Sl.No.	Item Description	Quantity (Nos.)
1	Fixed Camera (Varifocal bullet)	6
2	PTZ Camera	3
3	LIU (24 port, 8 port, 4 port)	2 Each
4	L2 Switch 24/8/4 Port commercial	2 Each
5	All type of server disks	2 each
6	10G & 1G SFU modules	2 each
7	OFC patch cords 10 mtr	10
8	Power supply unit, Network card, Motherboard etc. for Camera servers and VMS server	1 each
9	NAS Storage Disks	10
10	Any other item which is critical in nature to maintain the system	1 each

6 NATIONAL / INTERNATIONAL STANDARDS FOR MATERIAL

All materials supplied shall conform to applicable national / international standards of FCC, UL, CE, BIS, IEC, EN, ROHS etc. (wherever applicable).

7 OTHER REQUIREMENTS

- a) **Supply, Installation and commissioning:** Supply, Installation, commissioning and proving of performance to be carried out by the supplier at BRBNMPL, Salboni site within stipulated period to the satisfaction of BRBNMPL.
- b) **Spares and Service Support:** Supplier shall attend periodical and breakdown maintenance of the system during the warranty period without any additional cost. Also, the bidder shall **ensure spare support for minimum of Eight years from the FAC date.** Non availability of spares/standby units/components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service. For ensuring prompt service, minimum required spares/standby units shall be maintained at site during warranty and CAMC period. After use of any such spare unit/cards etc., the same shall be replenished at the earliest.
- c) Along with system hand over, detailed Electrical, Mechanical and network drawings (printed), cad diagram of installed system layout, technical manuals of all system components and software user licenses for all software used should be provided by the supplier including those purchased from OEMs.
- d) **Documentation:** All relevant product information such as 3 sets of user manual, technical specification sheet etc. of all system components should be submitted. Also, layouts, as built diagrams & sketch, operation & Maintenance Manual (Parts catalogue, spare list, Electrical Diagram, Electrical/Electronic components details, OEM manuals etc.). Installation guides, datasheets, all software (OS, Application software etc.), installation CDs with license copies to be handed over to BRBNMPL after commissioning. **Proposed Functional specification, proposed layout of system, network diagram shall be submitted at the beginning of project execution and get approved by BRBNMPL.** The documents generated for this project will be sole property of BRBNMPL and should not be used/divulged for any other purpose.
- e) **Software License:** All Software (operating/application) Licenses should be perpetual and in the name of BRBNMPL, Salboni and shall be updated from time to time during warranty and CAMC. The bidder to provide a list of licensed software or hardware before acceptance of system.
- f) **Training to user:** Supplier shall impart operational and maintenance training to the users and technical team for trouble free operation and maintenance of the machine.
- g) **Tools and Tackles:** All tools & tackles, equipment and other required facilities for un-loading, shifting of equipment to the workplace and erection & commissioning of the system shall be arranged by the contractor.
- h) The successful bidder shall supply the miscellaneous materials like Cables, junction box, anchor fasteners, screws, bolts and nuts, clamps, suitable angles, cable ties etc. for cable laying and carry out associated minor works for successful completion of work. Contractor shall do any other related jobs that are not mentioned above, but found necessary at the time of execution to complete the job in all respect.
- i) The bidder must provide a valid certificate of authorization for providing after sales service for all the Third-Party Equipment / Systems supplied from the OEM. The certificate should be in the letter head of OEM issued on the name of bidder and currently valid.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- j) **Modifications:** Supplier shall agree for any minor modifications in system up-gradation (without having any additional financial implications) to match with specific requirement of BRBNMPL.

8 Final Acceptance Test (FAT) and Final Acceptance Certificate (FAC)

The Upgraded system shall be tested **for 15 days in real** working environment and Final Acceptance Certificate (FAC) will be issued based on satisfactory performance during FAT.

FAT shall include but not restrict to the following tests:

- 1) Testing of redundancy of uplinks between L2 and L3 Switch
- 2) Testing of redundancy of Recording Servers.
- 3) Testing of hard disc failure in Raid 6 Configuration of storage
- 4) Checking of Usable capacity of Storage both in camera server & NAS
- 5) Checking of PTZ controls of PTZ camera
- 6) Checking of recording, playback & other features randomly
- 7) Checking of recording, replay video quality, Frame rate etc. to ensure smooth & continuous video without any jerks.
- 8) Checking of all software server & client has been installed correctly & running without any bug/error.
- 9) Checking activation and licenses of software as per list provided by bidder.
- 10) Testing of the functionality of the VMS features including Recording, retrieval of recordings etc,
- 11) Testing of parallel recording both at camera servers and NAS storage
- 12) Testing of Camera edge recording during failure of Network/camera servers etc.
- 13) Any other test necessary / relevant for full functioning of the system

Third Party certification for OFC and Network Throughput has to be submitted by the Contractor.

FAT / FAC: On completion of the work, the system will be put under observation for period of 15 days for trouble free operation including Picture Quality, Frame rate, storage capacity, band width etc. as per FAT schedule described in above. Deviation / deficiency, if any must be addressed by upgrading / modification in the hardware and Software, wherever required to meet the requirement. Having certified for the trouble-free operation during this Final Acceptance Test (FAT) period by BRBNMPL Maintenance Division or Technical Committee, the Final Acceptance Certificate (FAC) will be issued.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 9 The BOQ enumerated below is indicative but not exhaustive. The Bidder is requested to submit the detailed and exhaustive BOQ along with the configuration proposed for complete set up of IP CCTV System to meet the requirement.**

Sl.No.	Item	UOM	Qty.
A	IP cameras		
1	Supply and installation of IP Based Outdoor Varifocal IR Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens, minimum 128GB of SD card, I/O Box, Patch cord, POE Injectors, surge suppressor and fixtures from Camera OEM.	Set	78
2	Supply & installation of IP Based IR Indoor HD Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens including minimum 128GB of SD card, I/O Box, POE Injector, Patch cord, fixtures from Camera OEM.	Set	365
3	Supply & installation of IP PTZ outdoor Cameras 2 MP (with IR cut filter) or more, including minimum 128GB of SD card, Patch cord, POE Injector, surge suppressor, Housing & fixtures from Camera OEM	Set	35
4	Supply & installation of IP PTZ indoor Cameras 2 MP (with IR cut filter) or more including minimum 128GB of SD card, I/O Box, Patch cord, POE Injector, Housing & fixtures from Camera OEM	Set	43
B	Video Management System, Server & Storage		
5	Supply & installation of VMS Software and life time channel licenses for 750 Nos. Cameras	Lot	1
6	Supply, Installation and Commissioning of IP Camera/VMS server for Video management (19" rack mountable, with required OS, anti-virus software, all required licenses and accessories).	Set	1
7	Supply, Installation and Commissioning of Camera Server / Recording server for parallel recording of IP cameras with 07 days back-up (19" rack mountable, with required OS, anti-virus software, all required licenses and accessories).	Set	3
8	<u>Storage:</u> Supply, Installation and Commissioning of NAS Storage for 750 cameras recording for 90 days back-up. Minimum 2000 TB usable storage capacity after RAID 6 configuration and required controllers & licenses.	Lot	1
C	Networking Equipment		
9	Supply, installation and Commissioning of L3 - Commercial Grade switch with minimum 12 x 1/10 G SFP+ ports and 36x 1/10G Base-T ports, 4x 40G QSFP+ ports with all accessories including fully Loaded (LIU, Patch panels, SFU Modules, Patch cords etc.)	Set	2

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

10	Supply, installation and Commissioning of L2 - Commercial Grade switch with minimum 24 x 10/100/1000 base T with RJ45, PoE, min. 4 Nos. 10G SFP and with all accessories including fully Loaded (LIU, Patch panels, 10G SFU Modules, Patch cords etc.) for creating the required LAN Network.	Set	20
11	Supply, Installation and Commissioning of L2 - Industrial Grade switch with minimum 8 x 10/100/1000 Base-T PoE + supported ports. min. 2 Nos. 1G SFP interface and loaded with 2nos. 1G SFP module and fully Loaded with all accessories including LIU, patch panels, Patch cords, power surge suppressor etc.	Set	22
12	Supply, Installation and Commissioning of L2 - Industrial Grade switch with minimum 4 x 10/100/1000 Base T ports PoE+ support, 2 * 1 GB fiber slots, industrial switch., Fully Loaded with all accessories including LIU, SFU Modules, Patch cords etc.	Set	20
13	Supply and Installation of Network Monitoring, Management software and hardware with requisite Licenses.	Set	01
D	VMS Client Workstation & Display		
14	Supply, Installation & Commissioning of Video Wall Display: Professional grade, high-definition, minimum 55", 2x5 Matrix with required controllers, suitable license and all accessories	Lot	1
15	Supply, Installation and Commissioning of Client Workstation for server access, remote viewing (within site) with required operating system, anti-virus, suitable license, mouse and keyboard complete as per detailed tender specifications.	Set	5
16	Supply, Installation and Commissioning of MS powder coated framework suitable for mounting and installation of Video wall as specified by BRBNMPL.	Set	1
E	Equipment racks		
17	Supply, Installation and Commissioning of floor mount, 42 U, 19" height Equipment racks for housing all the servers, storage devices etc. complete with all required accessories as per tender specifications	Nos.	2
18	Supply, Installation and Commissioning of 12 U wall mount network rack with accessories as per detailed tender specifications	Nos.	34
19	Supply and Installation of minimum IP 55 enclosure/JB for outdoor application as per detailed tender specifications	Nos.	20

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

F	Cables & Conduits		
20	Supply of OFC Cable Armoured (12 Core)	Mtrs.	23000
21	Supply of 40 mm HDPE pipe for OFC cable.	Mtrs.	18000
22	Supply of Cat 6A indoor cable	Mtrs.	30000
23	Supply of armoured Cat 6A outdoor cable	Mtrs.	10000
24	Supply of PVC conduit of size 25 mm for Cat6a & OFC cables including 2 saddles for each meter	Mtrs.	45000
G	Miscellaneous		
25	Supply & installation of Network monitoring controller	Nos.	1
26	Supply & installation of Online UPS 1 KVA for distributed L2 switch installations at various locations.	Nos.	52
27	Supply & installation of Transient Surge Protection for cameras - 8/20 μ s (IEC Standard) including Earth pits for protection of outdoor components inside the watch towers.	Nos.	42
28	Supply & installation of Ethernet surge protector	Nos.	113
29	Installation & splicing of OFC Cable Armoured (12 Core)	Lumpsu m	1
30	Installation /laying of armoured Cat 6a cable	Mtrs.	40000
31	Installation & laying of PVC conduit of size 25mm for Cat6a.with 2 saddles for each meter	Mtrs.	40000
32	Laying of PVC conduit of size 25mm for OFC cable with 2 saddles for each meter.	Mtrs.	5000
33	Road Cutting (bituminous road), laying of OFC cable with supply of 100 mm GI pipe, refilling, reconstructing of cut road as per IS standards	Mtrs.	500
34	Trench digging, laying of OFC cable in HDPE pipe and refilling as per IS standards	Mtrs.	17500
35	Supply and installation of Poles (min. 7 mtrs.) for mounting outdoor Cameras and junction boxes for outdoor switches	Nos.	25
36	Dedicated maintenance free chemical earth pits for all equipments in CCTV control room as per IS :3043	Nos.	2

Important Note: All Minor Misc. works other than above BOQ if required for completing the project in all respects it is under the scope of Bidder. The Miscellaneous works, if any, in addition to the above requested by BRBNMPL, bidder has to carry out same at prevailing PWD rates with prior approvals.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****9. Unpriced BOQ/items (anyone make & model only to be offered)**

Sl. No.	Item	Make	Model	Country of origin
A	IP cameras			
1	IP Based Outdoor Varifocal IR Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens, minimum 128GB of SD card & accessories.			
2	IP Based IR Indoor HD Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens, minimum 128GB of SD card & accessories			
3	IP PTZ outdoor Cameras 2 MP or more & accessories.			
4	IP PTZ indoor Cameras 2 MP or more & accessories.			
B	Video Management System, Server & Storage			
5	VMS Software and life time channel licenses for 750 Nos. Cameras			
6	VMS/Backup application server			
7	Camera Server / Recording server & accessories.			
8	Storage			
C	Networking Equipment			
9	48 port PoE+ L3 switch (Commercial Grade) & associated components.			
10	24 port PoE L2 switch (Commercial Grade) & associated components.			
11	8 port PoE+ L2 switch (Industrial Grade) & associated components.			
12	4 port PoE+ L2 switch (Industrial Grade) & associated components.			
D	VMS Client Workstation & Display			
13	Video Wall Display & required controllers			
14	Client Workstation			
E	Equipment racks			
15	42 U Equipment rack with accessories.			
16	12U wall mount network rack with accessories.			
17	IP 55 enclosure / JB for outdoor application.			
F	Cables & Conduits			
18	OFC Cable Armoured (12 Core).			
19	40 mm HDPE pipe.			
20	Cat 6a cable			
G	Network Monitoring Controller			

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****10. Road Map of makes & model for major items offered as above.**

Sl.No.	Equipment	Offered Make	Offered model	End of Support
1	IP Bullet Camera 2 MP or more Fixed Camera with IR, Varifocal lens (Outdoor)			
2	IP Bullet Camera 2 MP or more Fixed Camera with IR, Varifocal lens (Indoor)			
3	IP PTZ Camera 2 MP or more with IR (Outdoor)			
4	IP PTZ Camera 2 MP or more with IR (Indoor)			
5	VMS/Backup application server			
6	Camera Server / Recording server			
7	NAS Storage			
8	Layer-3 Network Switches- Commercial grade			
9	Layer-2 Network Switches- Commercial grade			
10	Layer-2 Network Switches- Industrial grade (8 port)			
11	Layer-2 Network Switches- Industrial grade (4 port)			
12	Client Work stations			
13	Video wall & controller			
14	Network Monitoring / Management System			

Note: - The dates as mentioned in the above road map should be confirmed by the respective OEMs on their letter head.

11. Items required as per proposed configuration:

Sl.No.	Equipment	Offered Make	Offered model	End of Support
1	Any other items like additional servers/ L3/L2 switches required as per supplier proposal 1) 2) 3)			

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****12. Buyback item list**

Sl.No.	Item Description	Make/Model	Qty. (Nos.) (Approx.)
1	PTZ Camera	Honeywell, Samsung, Hikvision etc.,	37
2	Fixed Camera	Honeywell, Samsung, Hikvision etc.,	276
3	IRPTZ camera	Honeywell, Samsung, Hikvision etc.,	4
4	IRPT camera	Honeywell, Samsung, Hikvision etc.,	16
5	DVR 16 Channel (Without HDD)	Honeywell, P2424	20
6	DVR 16 Channel (Without HDD)	Honeywell, Fusion 4	4
7	PAN/TILT Unit	Honeywell / PIH 303	20
8	RECEIVER Monitor	LCD / LED monitors	14
09	Multiplexer	Honeywell / HDX-1600	20
10	Biometric lock for DVR Racks	NITGen	13
11	24 port CISCO Switches	CISCO/2960	6
12	NAS Storage (Without HDD)	EXP -100 type -1710 -10 U	1
13	TAPE Library (Without data cartridge)	IBM LTO-3584	1
14	Server	IBM model X-346 series	2
15	Client PC with Monitor	HP Compaq/dx6120 MT/ HCL	8
16	UPS 1.5 KVA	Numeric/HP 1500	9
17	UPS 3 KVA	Numeric/HP 3000	6
18	UPS 6 KVA	Numeric/HP 6000	1
19	UPS 7.5 KVA	Numeric/HP 7500	3
20	PLASMA/LED Screen 42 "	Samsung/Panasonic/LG	5
21	LED Monitor 32"	Samsung	3
22	Patch Panel	D-link	4
23	DVR Rack		13

13. Important points regarding Make & Model:

- a) For all BOQ/design required items, the bidders are advised to consider and submit the quote for any one make & model only which are robust, reliable, equivalent and better in all respects to meet our requirement for operation of system on 24/7 basis. The Onus of providing equivalent or better models satisfying the specifications lies with bidder.
- b) *During project execution/currency of contract, if any of the equipment/hardware/software is declared end of sale/support, the contractor is allowed to substitute the equipment/hardware/software with latest model complying to all technical specs without any financial implications to BRBNMPL subject to prior approval of BRBNMPL.*
- c) During tender evaluation before/after price bid opening, if the OEM declares End of sale of any equipment/hardware/software the bidder is allowed to substitute it with equivalent or higher model with no extra cost to BRBNMPL. However, prior approval of BRBNMPL shall be obtained by providing required documents.
- d) In compliance statement of Section VII technical specifications, bidder shall mention page no. and line no. of the submitted brochure under which specification is complied.
- e) The specifications mentioned in the tender are the bare minimum required. However, any superior technology conforming to our requirement offered by the bidder shall also be acceptable.

DECLARATION by the Bidder

- (i) We hereby confirm that the offered Network Video Management software and other software, including operating system, and cameras network switches, servers, storage devices, buyback and all other hardware are as per the tender specifications and deliver the objective and requirement of the IP based CCTV system stated in the tender.
- (ii) We also confirm that all the cables, I/O outlets, Pigtailes and patch cords etc. are as per tender specifications and other accessories (boots) etc. are as per industry standards.
- (iii) The offered make should ensure reliability, ruggedness for smooth operation of system on 24/7 without loss of any clarity or quality of picture.

Authorised signatory and stamp

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****ANNEXURE-B****Detailed Technical specifications****Bidder shall mention offered specification with page no. and line no. of the submitted brochure under which specification is compiled for below specifications in their technical bid.****1. IP cameras****a. IP Based Outdoor Varifocal IR Bullet Cameras**

Sl. No.	Parameter	Specifications	Offered by bidder	Page No of Brochure
1	Image sensor & Minimum Effective Pixels (Resolution) or better	1/3" or better CMOS or Equivalent & Minimum 2 MP, FULL HD (1920*1080)		
2	Electronic Shutter	1/10 to 1 / 10000 s or better		
3	Min illumination/ light Sensitivity	0 Lux on IR on		
4	Wide Dynamic Range	min 120 dB		
5	BLC and HLC	ON/OFF		
6	Focus	Auto Focus		
7	Automatic Gain Control	Auto / Manual		
8	Sharpness, Brightness, Contrast	Auto / Manual		
9	IR Range	Min. 50 Meter		
10	Frame Rate	25 FPS @1920 x 1080 at H.265/H.264 Compression or better		
11	Lens	8-50 mm varifocal lens or better		
12	Video			
a)	Day and Night Functionality	Automatic, Color, Mono		
b)	Video Resolution	≥ 2 MP (1920x1080)		
c)	Video Streams	Individually configurable 03 video streams H.264/H.265		
13	Compression	H.265/H.264 equivalent or better		
14	Audio			
a)	Audio support	Required		
b)	Two-way audio	Duplex		
c)	Input / Output	Minimum 01 IN & 01 OUT		
15	Network & Interface			
a)	Interface	RJ-45 for 10/100 base-T Ethernet		
b)	Network Protocols support	IPv4, IPv6, TCP/IP, HTTP, DHCP, UDP, DNS, SMTP, RTP, RTSP, SNMP, UPnP, NTP, ICMP, IGMP or compatible.		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

c)	Alarm Event	Events / alerts send via SSH/ HTTP, Pre-Post alarm video buffering etc.,		
d)	Alarm I/O	Minimum 1 In & 1 Out terminal		
e)	ONVIF Network Interface Specifications	ONVIF Profile S , G and T Compliant		
16	Security	HTTPS encryption, 802.1x <ul style="list-style-type: none"> ▪ User account and password protection ▪ User access log ▪ To secure IP protocols including https and TLS (TLS1.2) that enable movement of data including passwords on secure channels. ▪ Network access control (IEEE 802.1x) ▪ IP address filtering to provide additional level of control by permitting access only from permitted IP addresses. • Closed API authentication etc. 		
17	General			
a)	Operational temperature °C	0°C to 50° C or better		
b)	Humidity	5% to 95% RH non-condensing		
c)	IP Rating and Vandalle Protection	IP66, IK10, should be of same make		
d)	Power Camera	PoE (Up to 15.4 Watt) , AC 24V/DC 12V/DC 24V , 100- 240VAC		
e)	Certifications	BIS, CE, FCC, UL or equivalent.		
18	Local Storage			
a)	SD card	128 GB or more		
19	Other	I/O Box, POE injector, patch cord, surge suppressors and other accessories required to connect the camera in IP network.		

b. IP Based IR Indoor HD Bullet Cameras

Sl. No.	Parameter	Specifications	Offered by bidder	Page No of Brochure
1	Image sensor & Minimum Effective Pixels (Resolution) or better	1/3" or better CMOS or Equivalent & Minimum 2 MP FULL HD (1920*1080)		
2	Electronic Shutter	1/10 to 1 / 10000 s or better		
3	Min illumination/ light Sensitivity	0 Lux on IR on		
4	Wide Dynamic Range	min 120 dB		
5	BLC and HLC	ON/OFF		
6	IR Range	Min. 50 Meter		
7	Focus	Auto Focus		

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**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

8	Automatic Gain Control	Auto / Manual		
9	Sharpness, Brightness, Contrast	Required		
10	Frame Rate	25 FPS @1920 x 1080 at H.265/264 Compression		
11	Lens	2.8 - 12 mm varifocal lens or better		
12	Video			
a)	Day and Night Functionality	Automatic, Color, Mono		
b)	Video Resolution	Minimum 2 MP (1920x1080)		
c)	Video Streams	Individually configurable 03 video streams H.264 / H.265		
d)	Compression	H.265/H.264 equivalent or better		
e)	Tri-stream H.265/H264 (Recording & viewing)	Required, Live stream 1080p should support min. 25 FPS		
13	Audio			
a)	Audio support	Required		
b)	Two-way audio	duplex		
c)	Input / Output	Minimum 01 IN & 01 OUT		
14	Network & Interface			
a)	Interface	RJ-45 for 10/100 base-T Ethernet		
b)	Upgrade	Through web browser, online, firmware Upgrade		
c)	Network Protocols support	IPv4, IPv6, TCP/IP, HTTP, DHCP, UDP, DNS, SMTP, RTP, RTSP, SNMP, UpnP, NTP, ICMP, IGMP or compatible		
d)	Alarm Event	Events / alerts send via SSH/HTTP, Pre-Post alarm video buffering etc.,		
e)	Alarm I/O	Minimum 1 In & 1 Out terminal		
f)	ONVIF Network Interface Specifications	ONVIF Profile S, G and T Compliant or equivalent.		
15	Security	HTTPS encryption, 802.1x <ul style="list-style-type: none"> ▪ User account and password protection ▪ User access log ▪ To secure IP protocols including https and TLS (TLS1.2) that enable movement of data including passwords on secure channels. ▪ Network access control (IEEE 802.1x) ▪ IP address filtering to provide additional level of control by permitting access only from permitted IP addresses. • Closed API authentication etc. 		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

16	General			
a)	Operational temperature °C	0°C to 50 °C or better		
b)	Humidity	5% to 95% RH non-condensing		
c)	IP rating & Vandelle Protection	IP55, IK10		
d)	Power	PoE (Up to 15.4 Watt) and AC24V/DC12V, 100- 240VAC		
e)	Certifications	BIS, CE, FCC, UL or equivalent.		
17	Local Storage			
a)	SD card	128 GB or more		
18	Other	I/O Box, POE injector, patch cord and other accessories required to connect the camera in IP network.		

c. IP Network Megapixel PTZ Full HD Camera for Indoor/Outdoor application

Sl. No.	Parameter	Specifications	Offered by bidder	Page No of Brochure
1	Image Sensor	1/3" Progressive CMOS or equivalent/ better		
2	Resolution	1920x1080, 1080p (≥ 2 MP)		
3	Minimum Illumination	0 lux IR on		
4	Lens	4.5 to 129 mm Varifocal lens or better		
5	Angle of view	Minimum range 2.4 - 60 (H), 1.8 - 36 (V)		
6	Optical Zoom	30x or more		
7	Digital Zoom	12x or more		
8	Back Light Compensation	BLC & HLC & WDR		
9	Motion Detection	On/ Off		
10	Wide Dynamic Range	True WDR; Min 120 dB		
11	Day/ Night	Auto/ Color/ BW, True Day/Night with ICR,		
12	Shutter Speed	1/1 to 1/10000 Sec or better		
13	Noise Reduction	3D Noise Reduction (3DNR)		
14	Electronic Image Stabilizer	On/ Off		
15	IR Illumination	Built-in IR LEDs with Min. 200 m illumination		
16	Pan Travel	360 degrees endless		
17	Tilt Travel	-10 to 90 degree, Auto flip 180 degree		
18	No. of Presets	250 or better		
19	Preset Accuracy	0.225 degree or better		
20	Video Compression	H.264/H.265 / MJPEG / MPEG4		
21	Video Streams	Minimum 3 streams (min 2 Configurable Primary Streams & 1 Service stream) or better Primary Streams: min 1080p @		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

		25/30 fps Service Stream: min 720p/D1/CIF @ 15/25/30fps		
22	Network Protocol support	IPv4/IPv6, HTTP, HTTPS, TCP/IP, UDP, UPnP, ICMP, IGMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, DDNS, FTP, QoS, SNMP v2c/v3, RTCP or compatible		
23	ONVIF Network Interface Specifications	ONVIF Profile S, G and T Compliant		
24	Security	HTTPS encryption, 802.1x <ul style="list-style-type: none"> • User account and password protection • User access log • To secure IP protocols including https and TLS (TLS1.2) that enable movement of data including passwords on secure channels. • Network access control (IEEE 802.1x) • IP address filtering to provide additional level of control by permitting access only from permitted IP addresses. • Closed API authentication etc. 		
25	Onboard Storage	128 GB Micro SD Card or more		
26	Onboard Recording Type	Event trigger recording Continuous and scheduled recording Automatic recording when network fails		
27	Event	Motion Detection, Video Tamper, Network Disconnection		
28	Event Notification	Record in SD Card/ SSH/HTTP, Relay Output, Snapshot etc		
29	Alarm Input/ Output	Minimum 1 Output, 1 input		
30	Audio Input/ Output	1 Input, 1 Output		
31	Audio Stream	Full Duplex		
32	Power Source	POE 30W, 230VAC, 50 Hz, Suitable adaptor in bidder scope if camera voltage other than 230 V ,		
33	Operating Temperature	0°C to 50°C or better		
34	Operating Humidity	< 90% RH (non-condensing)		
35	Vandal Protection	IK-10		
36	Ingress Protection	IP66 (Rugged Outdoor Housing)		
37	Regulatory	UL, EN, FCC, BIS or equivalent.		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

38	Housing & Fixture	Required Housing & Fixture to be supplied. Camera, Housing & Fixture should be of same make		
39	Other	I/O Box, POE Injector, patch cord, surge suppressors and other accessories required to connect the camera in IP network.		

2. Video Management System, Server & Storage

a.Video Management Software: Bidder can use or upgrade the existing VMS or Bidder can provide his own VMS in place of existing one. The details are given below;

Sl. No.	Parameter	Specifications	Compliance (YES/NO)	Page No of Brochure
1	Enterprise and Scalable Management Platform	The VMS shall be an enterprise solution and scalable to support unlimited number of cameras. VMS should support latest Windows Server operating system (latest Release as on bid published date) on Server machine. It should support latest Windows OS on Client machine, independent of what operating system is there in the servers. VMS should support SQL/ MySQL/ Oracle DBMS.		
2	Distributed Architecture and Openness	The VMS shall support distributed video architecture which seamlessly integrates the video operations of numerous systems onto one virtual platform, allowing security operators to view and control all cameras, whether across a single facility or across the multiple locations. The VMS shall support seamless integration with other security and safety equipment / systems like Fire Alarm System, Access Control system, Perimeter Protection System etc. so as to monitor on the GUI, alert and automatically focus the nearby CCTV camera towards the area of alarm/incident. The VMS shall support ONVIF S profile and integrate all cameras supporting ONVIF S profile.		
3	Standards for Software	The VMS shall be designed and developed to the approved National and International standards		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

4	Server-Client Architecture	<p>The VMS shall Manage and support Enterprise Database servers, Recording Servers, Analytics Server, Storage and Operator workstations. The VMS shall support minimum 750 cameras managed per Enterprise Database Server. Systems shall be scalable by adding additional Servers.</p> <p>The VMS shall support Analytics Servers dedicated to analyze video streams. The Analytics Servers shall process the live video using preconfigured rules and Intelligent Video Analytics algorithms to determine events of interest.</p> <p>The VMS shall provide minimum 10 client software licenses. Also, VMS should be compatible with video controller/video wall.</p>		
5	Fault Tolerant Architecture and Redundancy	<p>The database server shall provide a central fault tolerant repository for all configurations and run time information for the complete system.</p> <p>The VMS must be capable of running a pair of similarly configured Database Servers in a hot backup configuration where at any point in time, one is the acting Primary and the other is acting as the Hot Backup. The backup Database Server shall be continuously synchronized with the master Database Server to ensure that it is always up-to-date and ready for fail- over, when required. The failover for Database Server should be seamless and should not affect recording of cameras.</p> <p>It must be possible to remove one of the redundant systems for maintenance without interrupting operation, and upon its reinstatement, automatically re- synchronize the databases, again without interruption to system operation.</p> <p>The VMS shall support Primary and Backup Recording Servers allowing N:1 to N:N Redundancy. The failover and roll back mechanism between Preferred and Backup Camera Servers shall be configurable and support both automatic and manual operation. The failover process for Recording Server should not take more than 10 sec for Hot standby server. The VMS should include multicast and multi streaming supported. The system shall automatically switch to unicast, if client fails to connect to the multicast system.</p>		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

6	Concurrent Web Clients and Console Stations	<p>The VMS shall provide Internet Explorer, Chrome & Mozilla Clients for users other than Operators in Command & Control Room. These clients will be used for viewing of cameras by Security Officers and other authorized users other than in Command & Control Room.</p> <p>The VMS shall provide a Surveillance Console interface for control room operators. Its primary role shall be to meet the operational requirements related to surveillance.</p>		
7	Operational Features of VMS	<p>The VMS console shall have a Navigation Pane that include separate tabs to display available cameras, Views, groups and locations available to the operator based on their security settings. It shall include a Multi-level camera tree with built-in filter search capability. It shall support user defined logical groups.</p> <p>The VMS shall have flexible workspace with simultaneous display of Live and Recorded video from the same or different cameras. Information describing the camera and associated video shall be shown in the tile including camera name, camera number, camera health status and whether the camera is currently recording, replaying video, paused or playing live video. The VMS shall have Wild- Card search feature for cameras in Camera Tree and Groups.</p> <p>The VMS console shall have a timeline control to display and play back recorded video for one or more cameras. Playback shall be possible on 1 or more cameras simultaneously for all cameras currently displayed in the Video Workspace.</p> <p>The Timeline toolbar shall include Play, Pause, Snapshot, Fast Rewind (up to 16x), Frame Rewind, Fast Forward (upto16x), Frame Forward, Jump Back, Motion Search and Calendar Control as standard features. The timeline will also have zooming and scrubbing feature for easy analysis of recorded videos.</p>		
8	Edge Recording and Backfill	<p>The VMS shall support edge recording of video on SD card inside the camera in case of network connectivity between camera and VMS/ SAN Storage is down. The VMS shall support restoration of edge recorded video in the VMS/ SAN storage once the network connectivity between camera and VMS is up.</p>		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

9	Digitally Signed Export of Camera Videos	<p>The VMS shall support export of video for evidentiary purposes. It shall be possible to select the portion of video required and export only that portion in Windows Media Format and Native Format.</p> <p>The VMS must support all exported recordings and exported audit logs to be digitally signed to prove authentication (origin of the recording and audit log) and integrity (exported recording and audit log have not been altered or tampered with).</p> <p>The VMS system shall provide a default digital certificate for signing the exported recordings and audit logs. Customization shall also be provided to allow for the user to supply his/her own digital certificate.</p>		
10	Camera Tamper Detection Feature	The VMS shall support tamper detection of alarm for the connected cameras/ Analytics Server. Tamper detection shall include changed field view, camera blurred and camera blinded.		
11	PTZ Camera Control	<p>The VMS shall support Area configuration to allow users to view specified cameras only.</p> <p>The VMS shall support Control Level determining if a user is allowed to operate the PTZ Controls for a camera.</p> <p>The VMS shall support Control Reservation Period allowing if a particular user has controlled the camera no other user can control the camera until this reservation period has expired. Users with a higher security level shall be able to take control of the camera at any time.</p>		
12	Recording and Archiving of Camera Videos	<p>The VMS should support multiple streaming and parallel recording of cameras.</p> <p>The bidder has to provide sufficient storage inside the recording servers to record all cameras for 7 days at 1080p, 25 fps, H.264, H.265 compression. Parallely, the video recordings shall be stored in the SAN storage also for 90 days back up. In case of loss of video to SAN storage due to any failure, there should be provision to copy/move data automatically or manually from camera server to SAN box for the failure duration.</p> <p>User can manually extend the retention period for important video recording by overriding normal video retention.</p> <p>The VMS shall provide the ability to automatically archive all recordings. It shall be possible to automatically archive any type of recording at a preconfigured period after the recording has completed.</p> <p>It shall be possible to modify the automatic archive setting for each recording individually, as</p>		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

		required. The VMS shall support continuous background recording, scheduled recording, event activated recording and user activated recording for all connected cameras.		
13	Search and Playback of recorded Videos	<p>The VMS shall provide a simple search for all video recorded. The user selects the time indicator which shows a calendar and time line. The user selects the required search period. Once the time criterion is entered, the —search is selected. Video recorded during the selected period will be returned by the search.</p> <p>The VMS shall provide an advanced search of recorded video. The search shall be based on recording time, camera and recording details. It should be possible in VMS to merge recorded video sequences from different or overlapping time intervals form different cameras to one and same the export. It will provide a consolidated video evidence for a complete overview of incidents.</p>		
14	Digital Zoom and Video Recording on live video client	<p>The VMS shall support the ability to digitally zoom into an area of the image as well as provide the ability to enhance the image viewed by adjusting the levels of brightness, contrast, noise levels and sharpness through camera Web page from live video.</p> <p>VMS client should support Hardware Acceleration feature by using the GPU for video decoding to bring down the CPU utilization and support more number of cameras on any given workstation.</p> <p>Client software should be able to overlay the following information on every video panel:</p> <ol style="list-style-type: none"> 1. FPS 2. Codec info 3. Resolution 4. Hardware Acceleration Status 5. Motion Detected: Displayed as symbol. 6. Camera nomenclature (Camera name, Location etc.) 7. Time and Date 		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

15	Alarm Module	<p>The VMS shall have integrated Alarm Module for video system and analytics alarms. The Alarm module shall have Alarm and Event summary with Video Clip attached. The Alarm module shall provide Audio Alert. The VMS shall have the feature to pop- up video from the camera on a dedicated alarm monitor in case of an alarm is generated in that camera. The cameras will be queued in sequence in case of multiple alarms till they are acknowledged by the operator. The alarm support shall allow for continuous monitoring of the operational status and event triggered alarms from servers, cameras and other devices.</p> <p>VMS should be capable to raise alarm in the following cases:</p> <ol style="list-style-type: none"> 1. Storage Disconnection / Unavailability 2. Camera video loss 3. Recording Server Unavailability <p>A bookmarking feature shall be included in the Video Management System, allowing the client viewer users to mark incidents on live and/or playback video streams.</p>		
16	Diagnostic Module	<p>The VMS shall provide diagnostic modules to assist with system health assessments and collection of diagnostic information. The Diagnostics applications shall provide a unified user interface for running tests, recording system activity, collecting diagnostic information and viewing system log files.</p> <p>It shall be possible to collect diagnostic information on all components of the VMS application including Database Servers, Recording Servers, Clients and network activities.</p>		
17	Report Management System	<p>The VMS shall have an integrated Alarms, Alarm Management and Reporting module which can create any desired reports at any incidence. Customized Reports for system downtime as SLA requirement.</p>		
18	Map Function	<p>Built-in map function in the client viewer shall Provide an intuitive overview of the system and shall offer integrated access to all system components. VMS should support GIS Map, CAD offline Maps (Google Maps, Bing and Open Street Maps). Map function shall be able use standard graphical file formats including jpg, gif, png, tif etc. It shall be possible to use any number of layered maps, and it shall be possible to easily drag-and-drop and point-and-click definition of cameras, servers, microphones, speakers, I/O devices, hot-zones, and PTZ camera presets.</p>		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

		Hot zones shall be allowed for intuitive navigation between different map levels. Map function shall support central overview of the surveillance system via an alarm list containing alarm indicators of high, medium or low prioritized alarms. Furthermore, the alarms shall be categorized by the following states; new, in progress, on hold, or closed. Alarms must be possible to acknowledge by right clicking elements on maps.		
19	System Monitor & Configuration Report	The system monitoring feature shall make it possible to view system information and create reports on: 1. Management servers (show CPU and memory usage) 2. Recording server (show CPU and memory usage and usage data for disks, storage, networks and cameras) 3. Failover servers (show CPU and memory usage) 4. Additional servers (show CPU and memory usage on log servers, events servers, and so on). 5. Cameras (such as camera status, if the individual camera is recording, the recording server the camera is connected to and more) The VMS solution shall support a functionality to generate a PDF that shall document all parts of the system configuration, including preview of Video.		
20	Video Analytics	The VMS shall Support an integrated Video Analytics system from same or other OEM. Events from the Video Analytics system shall start a recording and generate an alarm of configurable priority.		

b. VMS / Backup Application Server

Sl. No.	Parameter	Specifications	Offered by bidder	Page No of Brochure
1	Processor	10 Core Intel® Xeon or AMD equivalent and higher		
2	RAM	Min 32 GB and extendable upto 128 GB		
3	Internal storage	Disk Set 1 - NTFS formatted Type: SSD SATA/SAS Mixed Use Configuration: RAID 1 (Mirror) / RAID 10 (Striped Mirror) with required controllers and licenses Capacity: 240GB 4X 600GB SAS (15k RPM) on RAID 10 SQL DB and Transaction Logs		
4	Network Interface	4 Nos 1 Gbps Gigabit Ethernet ports		
5	HBA interface	Dual Port PCI-e FC HBA		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

6	Operating System	Microsoft Windows Server 2019 and above / latest (64 bit) Standard Edition. License Copy would be in the name of BRBNMPL. Not applicable in case of preloaded or sticker license		
7	SQL Server	SQL Server 2019 Standard / latest		
8	Licensed Software	VMS licence should be in the name of BRBNMPL & database used for VMS should have licence in the name of BRBNMPL		
9	Power Supply	Dual Redundant Power Supply		
10	Optical Drive	DVD +/-RW		
11	Keyboards and Mouse	USB type to be supplied		
12	USB port	YES		
13	Form Factor	Rack mounted		

c. Video Recording Server / Camera Server

Sl. No.	Parameter	Specifications	Offered by bidder	Page No of Brochure
1	Processor	Dual 8 Core Intel® Xeon or AMD equivalent and higher		
2	RAM	Min 32 GB DDR4 ECC and extendable up to 128 GB		
3	Internal storage	Disk Set 1 - NTFS formatted Type: SSD SATA/SAS Mixed Use Configuration: Single hard drive or RAID 1 Capacity: 240GB Software: Windows operating system, Camera Server software Disk Set 2 Configuration: Single hard drive or RAID 5/6 Capacity: Refer to system sizing tool Software: VMS Recordings		
4	Network Interface	4 Nos 10 Gbps Gigabit Ethernet ports		
5	HBA interface	Dual Port PCI-e FC HBA		
6	Operating System	Microsoft Windows Server 2019 and above / latest (64 bit) Standard Edition/linux. License Copy would be in the name of BRBNMPL. Not applicable if preloaded or sticker license.		
7	Software License	All software including VMS licenses should be in the name of BRBNMPL.		
8	Power Supply	Dual Redundant Power Supply		
9	Optical Drive	DVD +/-RW		
10	Keyboards and Mouse	USB type to be supplied		
11	USB port	YES		
12	Form Factor	Rack mounted with redundant Power supply & redundant OFC network port.		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****d. NAS Storage**

SI No	Feature	Required Product Specifications	Compliance (Yes/No)	Page No
1	High Availability and Storage Processors	<p>☐ The Proposed Solution should be a Hybrid Storage System with concurrent support for NAS, iSCSI and Fiber Channel protocols configured with dual redundant Active-Active Controllers</p> <p>* Each Controller must have minimum Intel E5-2600 minimum 8 Core Processors per controller or equivalent processor and 64GB Memory.</p> <p>* The Proposed Solution should be based on real time optimized operating system. (It should not be a general-purpose OS).</p>		
2	Memory and HDD Support	<p>☐ The controllers should have minimum 128GB memory spread across dual controllers.</p> <p>* The Proposed Solution should be scalable to more than 300 Drives in the same Storage Array / group of arrays without upgrading the controllers.</p> <p>* The Storage System should support the latest SSD, SAS and NLSAS Drives</p>		
3	Host Connectivity and Storage Backend Disk Connectivity	<p>☐ The offered Storage System shall be supplied with at least 8nos of 10Ge Optical Ports or 4nos x 16Gbps FC ports across dual Controllers for Host Connectivity.</p> <p>* The array proposed should have a minimum of 4nos x 12Gbps 2.0 SAS / SSD backend architecture.</p>		
4	Total Aggregate Storage Bandwidth	The Proposed Storage System should ensure a minimum total aggregate bandwidth of 5000Mbps on a 90% Write & 10% Read Video Management Application Workload.		
5	RAID Support	Storage System to be configured with RAID 6 protection and Global Hot Spares.		
6	VMS Validation on the Storage System	The System integrator has to test and validate the Bandwidth mentioned for VMS application compatibility with the storage as per the total requirement of the project for 750 cameras.		
7	Storage Capacity Requirements	The Proposed Storage System should be configured with Minimum 2000TB Usable Capacity using minimum 4TB NL-SAS Drives / SSD Drivers . The usable capacity is defined as the Net storage capacity available for the application stack, after deducting the penalties imposed by storage infrastructure requirements, disk and array formatting, RAID penalties, host OS and file system formatting including overheads or any other penalties which eat away usable disk space. Drives offered for the above capacity can be of the Highest Capacity offered by the Vendor.		
8		This Information Technology Equipment is compliant with the electromagnetic compatibility (EMC) and product safety regulations/standards required by the countries in which the product is		

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**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

	Statement of Compliance	sold. EMC compliance is based on FCC part 15, CISPR22/CISPR24 and EN55022/EN55024 standards, including applicable international variations. EMC compliant Class A products are marketed for use in business, industrial, and commercial environments. Product Safety compliance is based on IEC 60950-1 and EN60950-1 standards, including applicable national deviations. Or Equivalent BIS or Reputed International laboratories Certificates.		
9	Storage Software Licenses	All the standard Storage Software Licenses like Unified Storage Management software for File, Block & VOLS, Snapshots, Remote Replication, Performance Optimization, Thin provisioning, QOS, Proactive Remote Support to be included.		
10	Supported Server Operating System Support	Windows Server 2012, Windows Server 2016 R2, Windows Server 2019 and latest release, Microsoft Hyper-V, Novell Suse Enterprise, Oracle, RedHat Enterprise, & x86 VMware® vSphere.		
11	Storage Validation Test report	The System integrator has to test and validate the Bandwidth mentioned for VMS application compatibility with the storage as per the total requirement of the project for 750 cameras.		

3. Network Equipment**a. L 3 Network switch Commercial grade**

SL No	Parameter	Specification	Compliance (Yes or No)	Page No.
1	Ports Density	48 x10/100/1000- Base-T ports 4 x *10G SFP+ ports. 10G SFP+ ports should be loaded with 10Gbps SFP+ Single Mode Modules based on design requirement Should be equipped with dual internal redundant power supplies for higher availability		
2	Performance	Switching Capacity: Non-Blocking, Forwarding Rate: Wire Speed Non-Blocking Multicast: Wire Speed Non-Blocking Energy efficient Ethernet IEEE 802.3az		
3	Resiliency	Should have the technology capability of Active-Active Clustering VSS/equivalent high availability technology for higher availability and resiliency. The Active - Active Virtual chassis cluster should support technology functionality locally or over geographically diversified locations The proposed VSS or equivalent technology should support high availability for both Layer 2 and Layer 3 (RIP, OSPF) Including for IP Multicasting (PIM-SM, PIM-DM),for video applications to ensure hitless failover In case of any kind of failure in the VSS cluster the migration to secondary Active core should be seamless ensuring no real time traffic disruption Should support sub 50ms ring resiliency as per REP/		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

		ERPS / IEEE 802.17/RRPP or equivalent to ensure no impact on video traffic during any failure across the network		
4	Layer2/ Layer 3 Features	Static Routing Should support RIP v2, RIPng, OSPFv2, OSPFv3, PIM-SM, PIM-DM, PIMv6-SM IEEE 802.1ad, IEEE 802.1Q, IEEE 802.1v, IEEE 802.3ac, Voice VLAN, LLDP-MED, IEEE 802.1D MAC bridges, IEEE 802.1s (MSTP), IEEE 802.1w (RSTP), VRRP v3		
5	Multicast Features	Multicast Support: IGMP query solicitation, IGMP snooping v1, v2 and v3, MLDv1 and v2, Source-specific multicast for IP, IGMP query solicitation		
6	IPv6 Features	IPv4 and IPv6 dual stack, Device management over IPv6 networks with SNMPv6, Telnetv6 and SSHv6, ICMPv6, NTPv6, DNSv6, DHCPv6 relay, 6to4 tunneling		
7	Security	SSH remote login, SSLv2 and SSLv3, TACACS+, IEEE 802.1X authentication protocols (TLS, TTLS, PEAP and MD5), IEEE 802.1x, MAC-based and Web-based can be enabled simultaneously on the same port. IEEE 802.1X port-based network access control, RADIUS, RADIUS accounting, Secure Shell (SSHv2), ACL, Dynamic VLAN assignment, DHCP (snooping, client, Server and relay). Switch should provide the ability to monitor events and take corrective action proactively. Control plane denial-of-service (DoS) protection		
8	Management	Switch should able to support management via CLI, Web interface SNMP v1, v2, v3 support, RMON (groups 1,2,3 and 9), SNMP traps, sflow, Optical digital diagnostic monitoring as per SFF- 8472 or equivalent standards for 1G SFP and 10G SFP+ ports. Switch should be manageable through both IPv4 & IPv6. An External memory card / USB or equivalent, allowing switch firmware, configurations to be stored for backup and distribution to other switches		
9	Power input	Should be equipped with dual internal redundant AC power supplies for higher availability		
10	Certifications	UL-UL60950-1, EN 55024, CE, ROHS		
11	Operating Temperature	0-40C in continuous operation of 365 days 24 hrs		
12	Interoperability	For ease of integration all active components (switches, SFP's) should be of same OEM		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****b. L2 Network Switch: Commercial grade Commercial grade (24 port)**

SL No	Parameter	Specification	Compliance (Yes or No)	Page No of Brochure.
1	Type	Enterprise Grade, Fully Manageable, Layer-2, Ethernet PoE+ Switch.		
2	Application	Access Switches: Primarily providing network connectivity to IP CCTV cameras, remote clients and also providing power to cameras which comply to IEEE 802.3af & IEEE 802.3at standards through Cat-6 A cable and connectivity to Layer 3 Switch through Single mode Fiber optic cable (FOC).		
3	Port Density & Hardware Requirement	Switch should have minimum 24x100/1000 Base-T PoE ports and 4 x 10G SFP+ uplink ports. 4 nos 10G SM module should be loaded. Minimum PoE budget should be 370Watt And Inbuilt redundant power supply.		
4	System Capacity & Performance	Switch should have 128Gbps switching fabric and 95Mpps forwarding rate		
		Switch should support min 16 K MAC addresses and min 4K configurable VLANs.		
5	Resiliency	The proposed Virtual chassis or Equivalent technology should support high availability for both Layer 2 and Layer 3 Including for IP Multicasting optimized for Real time applications like Voice and Video IP traffic		
		The stacking bandwidth of the switches shall be min of 40 Gbps and should support the redundancy across the geographically diversified locations (min 800 Mtrs), also Vendors should offer required cables/modules.		
6	L2 Features	Switch should have full Layer 2 features like GVRP, STP, RSTP, MSTP/PVST, LACP/IEEE802.3ad, 50ms link recovery, ACL, QoS and IGMPv1/v2/v3 .		
7	L3 Features	Switch should have Static Routing for IPv4 & IPv6. Switch should be scalable full layer 3 functionality like RIP, OSPFv3, RIPng, BGP, PIM and other Layer 3 Multicasting features without changing the base hardware for future scalability		
8	Multicasting	Should support IGMP v1/v2/v3 snooping and MLD snooping		
9	QOS	Should support 8 queues per port and Policy-based QoS based on VLAN, port, MAC and general packet classifiers		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

10	Security Features	Switch support MAC Based Authentication, Web – based Authentication and 802.1x, RADIUS, TACACS/TACACS+, AAA & SSH.		
11	IPv6 Features	IPv6 management features, SNMPv6, Telnetv6 and SSHv6, Syslogv6, NTPv6 client and server.		
12	Management & Diagnostic Features	Dedicated Console and USB interface for easy management.		
		Should support Syslog, SNMPv1, v2 and v3, RMON, SSHv2, Sflow/NetFlow or equivalent, telnet and web management, SSL V3, DHCPv4		
		Digital optical monitoring (DOM) as per SFF-8472 or equivalent and UDLD/equivalent, Ping polling and Trace Route for IPv4 and IPv6		
13	Certification	Certification: FCC class A/ VCCI class A/ UL/ cUL/ TUV. IEEE / BIS or equivalent		

c. L2 Switch: Outdoor-Industrial Grade (8 port)

SL No	Parameter	Specification	Compliance (Yes/No)	Page No.
1	Type	Industrial Grade, Fully Manageable, Layer-2 Switch. (PoE+)		
2	Application	Access Switches: Primarily providing network connectivity to IP CCTV outdoor cameras through Cat-6A cable and connectivity to Layer 3 Switch through Single mode Fiber optic cable.		
3	Port Density & Hardware Requirement	Rugged outdoor Din Rail mountable switch with Min 8*10/100/1000 Base-T port of POE + and 2* 1 G Fiber slots with suitable AC PSU; dual power inputs. 2 nos 1 G SM modules should be loaded.		
4	PoE Features	POE + Standards should be in accordance with IEEE 802.3af and IEEE 802.3at standards with 30W PoE+ support with PoE budget of 240W		
5	Performance & System Capacity	The switch should have min. 24 Gbps of switching capacity & min. 17 Mpps of forwarding rate Switch should support 8K MAC addresses		
6	L2 & L3 Features:	Support for Port-based VLANs, 4096 VLANs (IEEE 802.1Q), GARP VLAN Registration Protocol (GVRP), MAC-based VLANs, Port-based Private VLANs, IP subnet-based VLANs 256.		
7	Multicasting	Support IGMP snooping v1/v2 /v3, MLD snooping (v1 /v2), PIM for IPv4 & IPv6, PIM for video multicast		
8	IPv6 Features	Should support IPv4 and IPv6 dual stack for data & management, SNMPv6, Telnetv6 and SSHv6, DAD or equivalent, DHCPv6 relay, DHCPv6 client		
9	Security Features	Should support ACLs, DHCP snooping, IEEE 802.1x based port authentication, DHCPv4 (Snooping, server/ client), RADIUS, TACACS+, SSL, SSH, SSLv3, Port Mirroring, NTP, sflow/netflow, Dynamic ARP Inspection, IP source guard, UDLD/equivalent		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

10	Management	SNMPv1, v2 and v3, Web GUI, CLI, USB or equivalent memory card, IEEE1588v2 PTP, NTP		
11	Operating Temperature	Min of 0 to 75 Degrees or better, Humidity: 5% to 95% or better		
12	Certifications	UL/IEC/EN 60950-1 or equivalent		

d. L2 Switch: Outdoor-Industrial Grade (4 port)

SL No	Parameter	Specification	Compliance (Yes/No)	Page No.
1	Type	Industrial Grade, Fully Manageable, Layer-2 Switch. (PoE+)		
2	Application	Access Switches: Primarily providing network connectivity to IP CCTV outdoor cameras through Cat-6 A cable and connectivity to Layer 3 Switch through Single mode Fibre optic cable.		
3	Port Density & Hardware Requirement	Outdoor Din Rail mountable switch with Min 4*10/100/1000 Base-T port of POE + and 2* 1 G Fibre slots with suitable AC PSU; dual power inputs. 2 nos 1G SM modules should be loaded.		
4	PoE Features	POE + Standards should be in accordance with IEEE 802.3af / IEEE 802.3at standards with 30W PoE support with PoE budget of 120 W		
5	Performance & System Capacity	The switch should have min. 12 Gbps of switching capacity & min. 8 Mpps of forwarding rate. Switch should support 8K MAC addresses		
6	L2 & L3 Features:	Support for Port-based VLANs, 4096 VLANs (IEEE 802.1Q), GARP VLAN Registration Protocol (GVRP), MAC-based VLANs, Port-based Private VLANs, IP subnet-based VLANs 256.		
7	Multicasting	Support IGMP snooping v1, v2 and v3, MLD snooping (v1 and v2), PIM for IPv4 & IPv6, PIM for video multicast		
8	IPv6 Features	Should support IPv4 and IPv6 dual stack for data & management, SNMPv6, Telnetv6 and SSHv6, DAD or equivalent, DHCPv6 relay, DHCPv6 client		
9	Security Features	Should support ACLs, DHCP snooping, IEEE 802.1x based port authentication, DHCPv4 (Snooping, server/ client), RADIUS, TACACS+, SSL, SSH, SSLv3, Port Mirroring, NTP, sflow/netflow, Dynamic ARP Inspection, IP source guard, UDLD/equivalent		
10	Management	SNMPv1, v2 and v3, Web GUI, CLI, USB or equivalent memory card, IEEE1588v2 PTP, NTP		
11	Operating Temperature	Min of 0 to 75 Degrees or better, Humidity: 10% to 90% or better		
12	Certifications	UL/IEC/EN 60950-1 or equivalent		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****4. VMS Client Work stations & Display****a. Video wall**

Sl. No.	Parameter	Specifications	Offered by bidder	Page No.
1	Size (Diagonally)	46" or above		
2	Grid size	2 X 5		
3	Panel Technology	Direct LED / IPS / VA or any Latest technology		
4	Resolution	1920x1080 (Full HD)		
5	Aspect Ratio	16:09 or better		
6	Native Contrast Ratio	1000 :1 or better		
7	Brightness	700 nits or more		
8	Bezel width	1.15(u/l) , 0.55mm(R/B) , 1.8 mm bezel width or lesser		
9	Viewing angle (H/V)	178 degree/178 degree		
10	Operation Hour	24X7		
11	Connectivity Input_ RGB Video HDCP Output RGB Audio External control	Analog D-SUB, DVI-D, Display Port (DP1.2) HDMI2.0x2 HDCP2.2 DP1.2 loop out Stereo Mini Jack RJ45 Any other port required for Satisfactory working of Video Wall to be provided by System Integrator		
12	Operating Temperature	0°C~ 40 °C		
13	Humidity	10~80%		
14	Certification	UL (USA) /FCC(USA) / CE(Europe)/ BIS certification or equivalent		

b. Video wall controller

Sl. No.	Parameter	Specifications	Offered by bidder	Page No.
1	Processor	Intel Xeon quad processor dual E5 series or better		
2	Video inputs	12 DVI/HDMI each supporting resolutions of minimum 1920*1080		
3	Video outputs	12 DVI/HDMI each supporting resolutions of minimum 1920*1080		
4	Streaming inputs	Should be capable of showing 72 streamed H.264 / H.265 inputs on the screen, in any layout, size etc		

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

5	Networking	Dual-port Gigabit Ethernet Controller Inbuilt Supports Add on copper/ optical fiber adapters		
6	Scalability	Display multiple source windows in specified size, on the wall		
7	Display Configuration	Display will be configured in the matrix of 2x5, each display shall have DVI input		
8	Transmission Distance	10-50m		
9	Hard drive	Minimum 2TBx2 or more		
10	RAM	32GB		
11	Operating system	Windows latest version		
12	Software License	License Shall be in the name of BRBNMPL. Not applicable in case of preloaded / Sticker license		
13	Power supply	Dual & Redundant		
14	Mounting	Rack Mounted		
15	Certification	BIS/ CE/ FCC/UL		

c. Client station

Sl. No.	Parameter	Specifications	Offered by bidder	Page No.
1	Processor	Intel Core i7 processor -9700 @ 3.00GHz or latest generation, or equivalent latest processor of AMD or other make.		
2	RAM	Min 32 GB DDR4 ECC		
3	Internal storage	500GB SATA 3.0Gb/s or better		
4	Network Interface	1Gbits/sec or greater		
5	Optical Drive	Single drive: DVD +/-RW+CD-RO		
6	Graphics	Radeon™ Pro WX 4100, 4 GB, 4 DP or equivalent and better shall support UHD screens @ 60Hz		
7	Display	21" LED screen Full HD		
8	Keyboard & Mouse	USB based		
9	Port	Minimum 6 Nos USB ports, HDMI / DVI and VGA ports- As per Video wall design		
10	Operating System	Microsoft Windows 11 (64 bit) or Latest		
11	Cabinet	Tower		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****5. Equipment racks****a. EQUIPMENT RACK-42 U**

Sl. No.	Features	Description	Offered by bidder	Page No.
1	Frame structure	<ul style="list-style-type: none"> Deep Powder coated Steel Frame Rack 800 Wide x 2000 Height x 1000D, 2 mm thick angle. Top and bottom cover with suitable no. of cutouts for cable entry. 1.5 mm thick sheet All cutouts blanked with Plastic caps. 2 pairs, 42 U height 19" L type angle, Front & rear, on Vertical Cable Trough (LH & RH) 2 Pair 		
2	Doors	Perforated Doors		
4	Handle and Lock	Ergoform Handle with Lock Insert Key Lock Type		
5	Cooling Fans	230 Volt AC, 90 cfm, min. 4 Nos. on top / side cover.		
7	Cable entry	Provision for top and bottom cable entry,		
8	Power supply	Redundant power source with 2 sets of 6/16 A, 230 V socket strip having 10 sockets/switch with 2.5-meter power chord with 16 Amp Top. (Shall be customized according to the requirement)		
9	Accessories	Metal shunting Ring to manage the network cables. All other hardware and accessories required for housing the equipment and dressing of various related cables.		
10	Approvals	UL, Underwriters Laboratories / USA/ Equivalent BIS certification		

b. EQUIPMENT RACK – 12U for L2 Switch (Wall Mounted)

Sl. No.	Features	Description	Offered by bidder	Page No.
1	Frame structure	<ul style="list-style-type: none"> Deep Powder coated Steel Frame Rack 600x600x600 (HxWxD), 2 mm thick angle. * Wall Mounted enclosure with front sheet steel glass door. * Top and bottom cover with suitable no. of cutouts for cable entry. Integrated side walls 1 pair of 19" angles with wall mounting provision * All cutouts blanked with Plastic caps. 		
2	Lock	Insert Key type Lock		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

3	Cooling Fans	230 Volt AC, 90 cfm fan with Inlet and Outlet Filter, min.2 Nos. on top/side cover		
4	Power supply	19 "Mountable 1 set of 5A, 230 V Universal socket strip having 6 sockets/switch with 2meter power chord with 5 Amp Top (Shall be customized according to the requirement)		
5	Accessories	All other hardware and accessories required for housing the Switch and other components with Air Filter for Inlet and outlet		
6	Approvals	UL, Underwriters Laboratories / USA/ Equivalent BIS certification		

c. IP enclosure / JB (wall mounted) for outdoor application.

Sl. No.	Features	Description	Offered by bidder	Page No.
1	Application	All the Driver Unit, Power Supply, FO Converter, Circuit Breakers, LIU, etc. At outdoor locations will be housed in a suitable IP65 more rated junction box as per environmental condition of the area, which will be mounted properly near the camera location. All the Power and Signal Cables shall be terminated in the junction box through proper glanding.		
2	Size	800H X 600W X 220D (in mm) (to accommodate various CCTV components like LIU, Ethernet Switch, Surge Protector, MCB, Power Supply adapters, Termination blocks etc. as applicable)		
3	Cable entry	Minimum 8 nos. ½" NPT as per requirement.		
4	Frame structure	Wall mount enclosure with door. <ul style="list-style-type: none"> • L type plate – 2mm thick • Gland plate at bottom – 1.5mm thick (for cable entry) • Mounting plate – 3mm thick • DIN rail 35mm wide 150mm long • Front plain door - 2mm thick 		
5	Lock	Insert Key type Lock		
6	Cooling Fans	230 Volt AC, 90 cfm fan with Inlet and Outlet Filter, 2 Nos. on top/side cover		
7	Power supply	19 "Mountable 1 set of 5A, 230 V Universal socket strip having 6 sockets/switch with 2 meter power chord with 5 Amp Top (Shall be customized according to the requirement)		
8	Accessories	All other hardware and accessories required for housing the Switch and other components with Air Filter for Inlet and outlet 8 nos. double compression ½" NPT SS cable glands to be supplied with each junction box.		
9	Approvals	UL, Underwriters Laboratories /USA/ Equivalent BIS certification		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****6. Cables & Conduits****Armoured Single Mode Fiber Optic Cable**

The 12-core cable shall be 9/125micron core/cladding, single mode, Armoured Fiber Optic Cable. The cables shall have identification tags of connections at each end and such details shall be submitted along with documentation.

Sl.No.	Item	Specifications	Offered by bidder	Page No.
1	Optical Fiber Cable Structure			
a	Number of core	12 cores		
b	Certification	Applicable BIS/ IEC/ IEEE certificate		
2	Optical Characteristic			
a	Attenuation at 1310nm:	≤1.0dB/km		
b	at 1550 nm:	≤1.0dB/km		
c	Temperature and Humidity	The cable shall retain the optical properties, detailed in the present specification over the following condition: Working/Storage Temp.: - 30°C to +70°C Humidity: 0--100%		

7. Miscellaneous

Sl.No.	Features	Description	Offered by bidder	Page No.
	a. Surge Suppressor for cameras and associated hardware / Earth Pit			
1	Salboni place is prone to lightning. To protect the system from Lightning, required class of surge suppressor and suitable earth pits as per IS :3043 to be supplied and installed. In case of any failure of component due to lightening, the bidder to replace the defective components in free of cost during warranty as well as CAMC period to make the system serviceable.			
	b. Armoured Power Cable			
1	3 core, 2.5 sq. mm., 1.1 Kv grade, copper conductor, PVC insulated, armoured, cable conforming to IS:1554 (Part-I) with FRLS PVC outer sheath. The cable shall have ISI / BIS stamp and marking of length at each meter.			

c. 1 KVA UPS Technical specifications

Sl.No.	DESCRIPTION	Technical Specification	Offered by bidder	Page No.
1	Capacity	1 KVA		

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Input Characteristics.				
2	Nominal Input Voltage	230 Vrms Single phases		
Battery Parameters.				
3	Type of Batteries	SMF VRLA Lead acid in suitable rack		
4	Battery Back up	Minimum 60 minutes		
Output Parameters.				
8	Nominal Output voltage	230 Volts		
9	Output Frequency	50 Hz \pm 0.1 Hz;		
10	Output Waveform	Pure sine wave		
11	Power Rating	1 KVA		
12	Duty	Continuous duty		
13	Overall efficiency (AC to AC)	>90 %.		
Physical and Environmental Characteristics.				
14	Ambient Temperature	0 - 45 Deg C		
15	Humidity	0-95 % non-condensing		
16	Enclosure Protection Grade	IP 20		
Metering (Digital display)				
17	Display	LCD/ LED based Display System, able to monitor Input Voltage/ Battery Voltage/ Output Voltage/ Output Frequency /Input Frequency		
18	Protection	Overload/ Short Circuit/ Battery Deep Discharge/ Low Battery/ Reverse Battery/ Inverter Current Limitation/Over Temperature/ Output Overvoltage.		
Standards				
19	BIS certified			
20	Pole Specification:	Galvanized circular pole of min. 6 mtrs height with base plate and earthing points. Nominal bore 100 mm, outer dia 114.3 mm. Pole should have manufacturer's marking, grade of steel and BIS certification marking on it. Pole top should be sealed to protect from rainwater.		
d. Network Management or SDN Controller				

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1	Network Management System/SDN Controller:	Licenses to be supplied to cover all switches and devices		
2	Monitoring	monitor the entire network from a single, centralized interface. comprehensive view of network health, performance, and security, detect problems		
3	Detection	The software to detect potential network issues, such as bandwidth congestion, device failures, or security breaches. Help administrator to take preventive actions before issues escalate and impact network performance or user experience.		
4	Network Inventory	The software maintains an up-to-date inventory of network devices, configurations, and connections.		
5	Automate Tasks	automatic device configuration backups, firmware updates, and network performance reports.		
6	Performance analytics and reporting:	provide network trends, usage patterns, and historical data.		

8. Armoured Cat 6 A cable: Armoured Cat 6 A cable of any reputed make**9. HDPE pipe for OFC cable: HDPE pipe 40mm with ISI of any reputed make****10. PVC conduit for Cat6a cable: PVC conduit with ISI of any reputed make****11. PVC conduit for OFC cable: PVC conduit with ISI mark of any reputed make****12. Laying of Power, CAT6 and Fiber Optic cable:**

The cable shall be laid on wall/ceiling or above false ceiling etc. The rate quoted for cable laying shall include for supply and fixing of GI saddles, spacers etc. & cable trays at required areas on wall/ceiling or above false ceiling and providing other accessories as required. Rate shall also include for making required holes, if any, in brick/RCC walls, RCC Ceiling etc. and making good the same complete in all respect as required to complete the job. The cables shall be properly dressed in a neat manner. The cable shall have marking of length at each meter. The Power cable shall be terminated with copper lugs, glands etc. In case of CAT Cable and Fiber optic Cables, the termination shall be done by providing suitable end connectors.

Underground OFC cable laying shall be done in 40mm HDPE pipe. Trench digging, cable laying and backfilling shall be done as per IE standards. Trench shall be 700mm deep and 300 mm wide and there shall be 8 bricks per meter with sufficient sand filling.

Section VIII: Quality Control Requirements

Quality Control Requirements - Compliance

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VIII: Quality Control Requirements in the Tender Document.

Signature of Authorized Signatory with Date and Seal

Section IX: Qualification Criteria

Parameter	Qualifying criteria
Experience & Past Performance	<p>a) Bidder Firm should have regularly for at least the last Three financial years ending 31/03/2023, manufactured and/or supplied the tendered or similar Item**, and</p> <p>b) Bidder Firm should have manufactured and/or supplied in any one financial year during the last Five financial years ending 31/03/2023, at least one complete project of value ₹600 lakh of tendered or similar Item.</p> <p>**Similar item implies Supply and successful installation and integration of IP CCTV camera at a single location with L2 and L3 switches, recording Servers and Centralised Storage of IP CCTV system in any security/Banking establishment.</p> <p>Note:</p> <p>a) NO Relaxation of Norms shall be extended to any category of bidders with regard to Prior Turnover and Prior experience. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].</p>
	<p>a) Bidder firm must have an annual capacity to manufacture and/or supply at least 156 No. of IP Cameras.</p> <p>b) Bidders should furnish statements and documents confirming their Capability to manufacture and / or supply of Goods as per template given at Annexure-8 on the letter head of their firm.</p> <p>c) There is No relaxation in the capability criteria for any category of bidders.</p>
Financial Standing	Average Annual Turnover
	<p>Average Annual Turnover of the Bidder Firm during last Three financial years ending 31/03/2023 should be at least ₹600.00 lakhs</p> <p>Note:</p> <p>a) NO Relaxation of Norms shall be extended to any category of bidders with regard to Prior Turnover and Prior experience. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].</p>
Net worth	<p>The Net Worth of the Bidder Firm,</p> <p>a) should not be Negative as on 31/03/2023, and also</p> <p>b) should not have eroded by more than 30% year-on-year in the last three financial years ending 31/03/2023</p>

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Note: -**

1. Bidders applying as **Class-I & Class-II local suppliers, MSEs and Start-ups** (whether MSEs or otherwise) shall be eligible for relaxation of norms with regard to **prior experience and prior turnover**. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].
2. **Documents w.r.t Experience & Past Performance:** Following documents are required to be submitted along with the bid as part of the Pre-Qualification Criteria:
 - a) Copies of **Purchase Orders** executed by the firm along with **PO completion certificate** issued by the customer to be submitted towards above qualifying criteria along with **Annexure-9 "Performance Statement"**, duly filled in and digitally signed.
 - b) All experience, past performance and capacity / capability related data should be certified by the authorized signatory of the bidder firm.
 - c) The credentials regarding experience and past performance to the extent required as per qualification criteria submitted by the bidder may be verified by BRBNMPL from the parties for whom work has been done.
3. **Documents w.r.t. Financial Standing:** Following documents are required to be submitted along with the bid as part of the Pre-Qualification Criteria:
 - a) Bidders whose sales, **turnover** or gross receipts is **more than ₹1 crore** during last 3 Financial Years ending **31/03/2023**, are required to submit **audited books of accounts bearing a valid 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).
 - b) Bidders whose sales, **turnover** or gross receipts is **less than ₹1 crore** during last 3 Financial Years ending **31/03/2023** are **not** required to submit audited books of accounts. However, they may submit a statement of their turnover and net worth as per **Annexure-10 "Statement of Financial Standing" certified by a CA bearing a valid UDIN** or a self-certified statement of their turnover and net worth as per Annexure-10 along with IT returns and ITR acknowledgement of last 3 Financial Years ending **31/03/2023**.
 - c) In case of Indian Bidders/companies who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.
4. **Manufacture under license / technology collaboration agreements with phased indigenization under 'Make in India'**

Suppliers may be exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content within the validity of the contract.
5. **Applicability in Special cases**
 - A) **Applicability to 'Make in India'**
 - (i) Bidders who have a valid / approved ongoing 'Make in India' agreement / program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

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- a) their foreign 'Make-in-India' associates meets all the criteria above without exemption, and
- b) the Bidder submits appropriate documentary proof for a valid / approved ongoing 'Make in India' agreement/program.
- c) the bidder furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

B) Participation of Authorised Representative in the tender

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- a) their principal manufacturer meets all the above pre-qualification criteria without exemption, and
- b) the principal manufacturer 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
- c) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer 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 **31/03/2023**.
- d) Either the Principal Manufacturer or its authorised representative can bid but both cannot bid simultaneously in the same tender.
- e) One Principal Manufacturer can authorise only one representative for a particular tender. Similarly, one authorised representative can represent only one Principal Manufacturer in a particular tender.
- f) For commercially-off-the-shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

C) Special Case for Existing Successful Past Suppliers: In case the bidder who is a successful past supplier of BRBNMPL of the tendered items in at least one of the recent past three procurements, who do not meet any or more of the pre-qualification criteria, 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.

6. Financial Support from Holding Company: Where financial standing of the Bidder Firm is not strong enough to meet the qualifying criteria, it may rely on the financial standing credentials of its Holding Company for qualifying in the same. However, the bidder firm is required to qualify in all other criteria like experience & past performance and capacity/capability as specified in the tender on its own.

- (i) If a bidder firm has taken the support of its Holding Company for participating in the tender, the Holding Company shall give its support by way of Bank Guarantee to cover the obligations of the Bidder under the Tender in case of any defaults.
- (ii) 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.

- (iii) 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.
- (iv) To avail Financial Support of the Holding Company, an Undertaking is to be submitted from the Holding Company on their letterhead as per the format given at **Annexure - 13**.
- (v) 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.

Section X: Tender Form (Covering Letter)

(To be submitted as part of Technical bid, along with supporting documents, if any)
(On Bidder's Letter-head)

Date

To

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

Ref: Your Tender document No. dated

Dear Sir/Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/phrases not applicable to you)

1. Our Credentials

We are submitting this bid: -

- ☐ on our behalf, and there are no authorized representatives involved in this tender
Or
- ☐ as authorized representative offering goods manufactured by our Principal / OEM
(Manufacturer's Authorization Form enclosed)
Or
- ☐ as authorized dealer/distributor/stockist offering goods manufactured by our Principal / OEM
(Dealership certificate enclosed)

2. Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Section-XVIII of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.

3. Our Bid to supply Goods/Services

We offer to supply the subject Goods/Services of requisite quality and within Delivery Schedules in conformity with the Tender Document.

4. Prices

We hereby offer to supply the Goods/performance the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

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- (i) based on terms of delivery and delivery schedule confirmed by us; and
- (ii) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Works/Services considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (iii) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as non-responsive, and
- (iv) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - a) those prices; or
 - b) the intention to submit an offer; or
 - c) the methods or factors used to calculate the prices offered.
- (v) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5. Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations.

6. Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period up to 120 days from the date of opening of the tender, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

7. Non-tampering of Downloaded Tender Document and Uploaded Scanned Copies (in case of eProcurement)

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

8. A Binding Contract

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Intent (LoI), shall constitute a binding contract between us.

9. Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

10. Signatories

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted herewith. We acknowledge that our digital/digitized signature is valid and legally binding (in case of eProcurement).

11. Rights of the Procuring Entity to Reject bid(s)

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

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

M/s

[name & address of Bidder and seal of company]

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TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI**T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section XI: Price Schedule****Proforma of Price Bid for SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI**

From :

Date:

M/s.....

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

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

Dear Sir,

Sub: Price bid for “SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI”**Ref: Your e-Tender No 021/SAL/MMD-MAINT/ 2023-24 dated 17/02/2024****We have received and understood the above tender enquiry and are pleased to submit our price bid as under:****TABLE: A (Supply and Installation)****(All figures in ₹)**

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSC/ SAC	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (₹)	Freight / Delivery & Insurance Charges if any, (₹)	Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @..... (%)	GST Amount (₹)	Grand Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ			A	B	C	$D = A * (B+C)$	E	$F = D \times E / 100$	$G = D + F$
	IP cameras									
1 (a)	Supply of IP Based Outdoor Varifocal IR Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens, Minimum 128GB of SD card, I/O Box, Patch cord, POE Injectors, surge suppressor and fixtures from Camera OEM.		Set	78						

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
1(b)	Installation of IP Based Outdoor Varifocal IR Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens, Minimum 128GB of SD card, I/O Box, Patch cord, POE Injectors, surge suppressor and fixtures from Camera OEM.		Set	78						
2(a)	Supply of IP Based IR Indoor HD Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens including Minimum 128GB of SD card, I/O Box, POE Injector, Patch cord, fixtures from Camera OEM.		Set	365						
2(b)	Installation of IP Based IR Indoor HD Bullet Cameras 2 MP (adaptive IR) or more with Varifocal Lens including Minimum 128GB of SD card, I/O Box, POE Injector, Patch cord, fixtures from Camera OEM.		Set	365						
3(a)	Supply of IP PTZ outdoor Cameras 2 MP (with IR cut filter) or More, including minimum 128GB of SD card, Patch cord, POE Injector, surge suppressor, Housing & fixtures from Camera OEM		Set	35						
3(b)	Installation of IP PTZ outdoor Cameras 2 MP (with IR cut filter) or More, including Minimum 128GB of SD card, Patch cord, POE Injector, surge suppressor, Housing & fixtures from Camera OEM		Set	35						
4(a)	Supply of IP PTZ indoor Cameras 2 MP or more (with IR cut filter) or more including minimum 128GB of SD card, I/O Box, Patch cord, POE Injector, Housing & fixtures from Camera OEM		Set	43						

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
4(b)	Installation of IP PTZ indoor Cameras 2 MP or more (with IR cut filter) or more including minimum 128GB of SD card, I/O Box, Patch cord, POE Injector, Housing & fixtures from Camera OEM		Set	43						
	Video Management System, Server & Storage									
5(a)	Supply of VMS Software life time channel licenses for 750 Nos. Cameras		Lot	1						
5(b)	Installation of VMS Software life time channel licenses for 750 Nos. Cameras		Lot	1						
6(a)	Supply of IP Camera/VMS server for Video management (19" rack mountable, with required OS, anti-virus software and all required licenses and accessories).		Set	1						
6(b)	Installation and Commissioning of IP Camera VMS server for Video management (19" rack mountable, with required OS, anti-virus software and all required licenses) and accessories.		Set	1						
7(a)	Supply of Camera Server / Recording server for parallel recording of IP cameras with 07 days back-up (19" rack mountable, with required OS, anti-virus software all required licenses and accessories).		Set	3						

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
7(b)	Installation and Commissioning of Camera Server / Recording server for parallel recording of IP cameras with 07 days back-up (19" rack mountable, with required OS, anti-virus software and all required licenses and accessories).		Set.	3						
8(a)	<u>Storage</u> :Supply of NAS Storage for 750 cameras recording for 90 days back-up. Minimum 2000 TB usable storage capacity after RAID 6 configuration and required controllers & licenses.		Lot	1						
8(b)	Installation and Commissioning of NAS Storage for 750 cameras recording for 90 days back-up. Minimum 2000 TB usable storage capacity after RAID 6 configuration and required controllers & licenses.		Lot	1						
	Networking Equipment									
9(a)	Supply of L3 -Commercial Grade switch with minimum 12 x 1/10 G SFP+ ports and 36x 1/10G Base-T ports, 4x 40G QSFP+ ports with all accessories including fully Loaded (LIU, Patch panels, SFU Modules, Patch cords etc.)		Set	2						
9(b)	installation and Commissioning of L3 - Commercial Grade switch with minimum 12 x 1/10 G SFP+ ports and 36x 1/10G Base-T ports, 4x 40G QSFP+ ports with all accessories including fully Loaded (LIU, Patch panels, SFU Modules, Patch cords etc.)		Set	2						

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
10(a)	Supply of L2 -Commercial Grade switch with minimum 24 x 10/100/1000 base T with RJ45, PoE, min. 4 Nos. 10G SFP and with all accessories including fully Loaded (LIU, Patch panels, 10G SFU Modules, Patch cords etc.) for creating the required LAN Network.		Set	20						
10(b)	Installation and Commissioning of L2 - Commercial Grade switch with minimum 24 x 10/100/1000 base T with RJ45, PoE, min. 4 Nos. 10G SFP and with all accessories including fully Loaded (LIU, Patch panels, 10G SFU Modules, Patch cords etc.) for creating the required LAN Network.		Set	20						
11(a)	Supply of L2 -Industrial Grade switch with minimum 8 x 10/100/1000 Base-T PoE + supported ports. min. 2 Nos. 1G SFP interface and loaded with 2nos. 1G SFP module and fully Loaded with all accessories including LIU, patch panels, Patch cords, power surge suppressor etc.		Set	22						
11(b)	Installation and Commissioning of L2 - Industrial Grade switch with minimum 8 x 10/100/1000 Base-T PoE + supported ports. min. 2 Nos. 1G SFP interface and loaded with 2nos. 1G SFP module and fully Loaded with all accessories including LIU, patch panels, Patch cords, power surge suppressor etc.		Set	22						

Price Schedule / Bid to
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MSTC PORTAL

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI**T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSC/ SAC	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (₹)	Freight / Delivery & Insurance Charges if any, (₹)	Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @..... (%)	GST Amount (₹)	Grand Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
12(a)	Supply of L2 -Industrial Grade switch with minimum 4 x 10/100/1000 Base T ports PoE+ support, 2 * 1 GB fiber slots, industrial switch., Fully Loaded with all accessories including LIU, SFU Modules, Patch cords etc.		Set	20						
12(b)	Installation and Commissioning of L2 - Industrial Grade switch with minimum 4 x 10/100/1000 Base T ports PoE+ support, 2 * 1 GB fiber slots, industrial switch., Fully Loaded with all accessories including LIU, SFU Modules, Patch cords etc.		Set	20						
13(a)	Supply of Network Monitoring, Management software and hardware with requisite Licenses.		Set	01						
13(b)	Installation of Network Monitoring, Management software and hardware with requisite Licenses.		Set	01						
	VMS Client Workstation & Display									
14(a)	Supply of Video Wall Display: Professional grade, high-definition, minimum 55", 2x5 Matrix with required controllers, suitable license and all accessories		Lot	1						
14(b)	Installation & Commissioning of Video Wall Display: Professional grade, high- definition, minimum 55", 2x5 Matrix with required controllers, suitable license and all accessories		Lot	1						

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
15(a)	Supply of Client Workstation for server access, remote viewing (within site) with required operating system, anti-virus, suitable license, mouse and keyboard complete as per detailed tender specifications.		Set	5						
15(b)	Installation and Commissioning of Client Workstation for server access, remote viewing (within site) with required operating system, anti-virus, suitable license, mouse and keyboard complete as per detailed tender specifications.		Set	5						
16(a)	Supply of MS powder coated framework suitable for mounting and installation of Video wall as specified by BRBNMPL.		Set	1						
16(b)	Installation & commissioning of MS powder coated framework suitable for mounting and installation of Video wall as specified by BRBNMPL.		Set	1						
	Equipment racks									
17(a)	Supply of floor mount, 42 U, 19" height Equipment racks for housing all the servers, storage devices etc. complete with all required accessories as per tender specifications		Nos.	2						
17(b)	Installation & commissioning of floor mount, 42 U, 19" height Equipment racks for housing all the servers, storage devices etc. complete with all required accessories as per tender specifications		Nos.	2						

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
18(a)	Supply of 12 U wall mount network rack with accessories as per detailed tender specifications		Nos.	34						
18(b)	Installation & commissioning of 12 U wall mount network rack with accessories as per detailed tender specifications		Nos.	34						
19(a)	Supply of minimum IP 55 enclosure/JB for outdoor application as per detailed tender specifications		Nos.	20						
19(b)	Installation of minimum IP 65 enclosure/JB for outdoor application as per detailed tender specifications		Nos.	20						
	Cables & Conduits									
20	Supply of OFC Cable Armoured (12 Core)		Mtrs.	23000						
21	Supply of 40 mm HDPE pipe for OFC cable.		Mtrs.	18000						
22	Supply of armoured Cat 6A indoor cable		Mtrs.	30000						
23	Supply of armoured Cat 6A outdoor cable		Mtrs.	10000						
24	Supply of PVC conduit of size 25 mm for Cat6a & OFC cables including 2 saddles for each meter		Mtrs.	45000						
	Miscellaneous									
25(a)	Supply of Network monitoring controller.		Nos.	1						

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	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
25(b)	Installation of Network monitoring controller.		Nos.	1						
26(a)	Supply of Online UPS 1 KVA for distributed L2 switch installations at various locations.		Nos.	52						
26(b)	Installation of Online UPS 1 KVA for distributed L2 switch installations at various locations.		Nos.	52						
27(a)	Supply of Transient Surge Protection for cameras - 8/20 μs (IEC Standard) including Earth pits for protection of outdoor components inside the watch towers.		Nos.	42						
27(b)	Installation of Transient Surge Protection for cameras - 8/20 μs (IEC Standard) including Earth pits for protection of outdoor components inside the watch towers.		Nos.	42						
28(a)	Supply of Ethernet surge protector		Nos.	113						
28(b)	Installation of Ethernet surge protector		Nos.	113						
29	Installation & splicing of OFC Cable Armoured (12 Core)		Lumpsu m	1						
30	Installation /laying of armoured Cat 6a cable		Mtrs.	40000						
31	Installation & laying of PVC conduit of size 25 mm for Cat6a.with 2 saddles in each meter		Mtrs.	40000						

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Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSC/ SAC	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (₹)	Freight / Delivery & Insurance Charges if any, (₹)	Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @..... (%)	GST Amount (₹)	Grand Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
32	Laying of PVC conduit of size 25 mm for OFC cable with 2 saddles in each meter.		Mtrs.	5000						
33	Road Cutting (bituminous road), laying of OFC cable with supply of 100 mm GI pipe, refilling, reconstructing of cut road as per IS standards		Mtrs.	500						
34	Trench digging, laying of OFC cable in HDPE pipe and refilling as per IS standards		Mtrs.	17500						
35(a)	Supply of Poles (min. 7 mtrs.) for mounting outdoor Cameras and junction boxes for outdoor switches		Nos.	25						
35(b)	Installation of Poles (min. 7 mtrs.) for mounting outdoor Cameras and junction boxes for outdoor switches		Nos.	25						
36	Dedicated maintenance free chemical earth pits, for all equipments in CCTV control room as per IS: 3043		Nos.	2						
37	Any Other Items- Required to fulfil requirements of Section VII 1) 2) 3)		Lot	01						
38*	Items- if any proposed to be used from Existing network to fulfil requirements of Section VII- Back-to-Back OEM support fee for 8 years. 1) 2) 3)		Lot	01						

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Sl. No.	Description of Items [As per detailed specifications attached in Section – VII]	HSC/ SAC	UOM	Total Qty. reqd.	Basic Price inclusive of Packing Charges, if any (₹)	Freight / Delivery & Insurance Charges if any, (₹)	Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @..... (%)	GST Amount (₹)	Grand Total Price (₹) (F.O.R. BRBNMPL Stores, Salboni inclusive of all)
	Refer BOQ			A	B	C	D = A *(B+C)	E	F=D x E/100	G = D + F
39	Price for shifting the existing IP cameras (116 Nos) to new IP CCTV system (Face Recognition cameras 2 nos and Video Analytics Cameras 57, ANPR (without recording) cameras of Six numbers and other existing PTZ and Fixed, outdoor and indoor cameras with applicable software and hardware licenses.		Lot	01						
	<div>Price Schedule / Bid to be uploaded ONLINE in MSTC PORTAL</div>									
	Total Quoted Amount									
	Total Quoted Amount for A (in words) (₹):									

***No price to be quoted for existing items/ components used, however 8 year OEM support fee can be charged based on proof of quote from OEM.**

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

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Sc. No.	Description of Items [As per detailed specifications attached in Section – VII]	Cost for deputing 02 nos of Highly skilled Administrator	Cost for deputing 04 nos of skilled Residential Engineers	AMOUNT (IN ₹)	GST rate @...{%)	GST amount (₹)	Total Amount (₹)
	Manpower Deployment Charges on yearly basis during 03 years warranty period.	A*	B*	C=A+B	D	E=C X D	F=D +E
1	1 st Year						
2	2 nd Year						
3	3 rd Year						
Total Quoted Amount							
Total Quoted Amount for B (in words) (₹):							

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Sc. No.	Description of Items [As per detailed specifications attached in Section – VII]	Cost for deputing 02 nos of Highly skilled Administrator	Cost for deputing 04 nos of skilled Residential Engineers	Cost of spares+ license renewal charges+ back to back service support charges of OEMs	AMOUNT (IN ₹) FOR COMPREHE NSIVE AMC	GST rate @...(%)	GST amount (₹)	Total Amount (₹.)
	Comprehensive AMC Charges for the entire System for Five (5) years from the Date of expiry of warranty.	A*	B*	C	D=A+B+C	E	F=D x E	G=D +F
1	1 st Year							
2	2 nd Year							
3	3 rd Year							
4	4 th Year							
5	5 th Year							
Total Quoted Amount in ₹								
Total Quoted Amount for (C) (in words) (₹):								

***BRBNMPL has its discretion to exercise the option of deploying its employees in future**

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

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Sl.No.	Item Description	Make/Model	Qty.(Nos.) (Approx.)	Buyback Price/Unit (₹)	Grand Total Buyback Price (Rs.) (Ex. BRBNMPL Stores, Salboni inclusive of all)	GST Rate @... ..(%)	GST Amount (₹)	Grand Total Price (₹) (Ex. BRBNMPL Stores, Salboni inclusive of all)
			A	B	C = (A X B)	D	E=C x D/100	F = C + E
1	PTZ Camera	Honeywell, Samsung, Hikvision etc.,	37					
2	Fixed Camera	Honeywell, Samsung, Hikvision etc.,	276					
3	IRPTZ camera	Honeywell, Samsung, Hikvision etc.,	4					
4	IRPT camera	Honeywell, Samsung, Hikvision etc.,	16					
5	DVR 16 Channel (Without HDD)	Honeywell , P2424	20					
6	DVR 16 Channel (Without HDD)	Honeywell , Fusion 4	4					
7	PAN/TILT Unit	Honeywell / PIH 303	20					
8	RECEIVER Monitor	Honeywell / GCM 1014	14					
9	Multiplexer	Honeywell / HDX-1600	20					

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TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI**T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

10	Biometric lock for DVR Racks	NITGen	13					
11	24 port CISCO Switches	CISCO/2960	6					
12	NAS Storage (Without HDD)	EXP-100 type -1710-10U	1					
13	TAPE Library (Without data cartridge)	IBM LTO-3584	1					
14	Server	IBM Model X-346 series	2					
15	Client PC with Monitor	HP Compaq/dx6120 MT/HCL	8					
16	UPS 1.5 KVA	Numeric/HP 1500	9					
17	UPS 3 KVA	Numeric/HP 3000	6					
18	UPS 6 KVA	Numeric/HP 6000	1					
19	UPS 7.5 KVA	Numeric/HP 7500	3					
20	PLASMA/LED Screen 42 "	Samsung/Panasonic/LG	5					
21	LED Monitor 32"	Samsung	3					
22	Patch Panel	D-link	4					
23	DVR Rack		13					
BUYBACK PRICE (all inclusive): Total Quoted Amount for (D) in ₹.								
Total Quoted Amount for (D) in words:								

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Total Quoted Amount for (A) (₹)	
Total Quoted Amount for (B) (₹)	
Total Quoted Amount for (C) (₹)	
Total Quoted Amount for (D) (₹)	
<i>Grand Total Quoted Amount (A+B+C-D) (₹)</i>	
Grand Total Quoted Amount in Rupeesonly	

Note: Price should be quoted for Supply and Installation (A), Manpower Deployment charges during Warranty (B), Comprehensive AMC(C), & Buyback Price (D). Quoting for partial work is not acceptable and will be liable for rejection of their bid. Bidders may enclose separate sheet, if required, to give price break up.

***Price should be quoted exactly as per the format.**

****CAMC Price quoted shall be firm for the entire tenure (05 YEARS renewed year on year basis) of the CONTRACT. Bill payment will be based on 3 completed months. BRBNMPL reserves the right to cancel the comprehensive AMC upon unsatisfactory performance.**

*****Quoted items must conform to technical specifications as per Section VII of tender**

NOTE:

- The tender enquiry will be finalized on **Overall Lowest (L1) bidder based** on the **Grand total cost (As per Table-E) inclusive of all taxes** and as per Tender Terms & conditions for the above-mentioned items/schedules.
- We confirm that, the price quoted will be valid till the completion of entire quantity and also confirm that, the rates quoted is inclusive of taxes as applicable and will remain firm & binding, no escalation on above on any account shall be admissible during the currency period of contract except for changes in statutory payments, for which documentary proof should be attached for claiming escalation, if any.
- 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.
- We confirm that tendered item will be supplied /executed as per specification and tender conditions.
- Bidders are required to quote the price within 2 Decimal Place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal places for evaluation.
- The quoted rates are inclusive of all the supply of materials, labour, transportation, insurance, loading/ unloading, Installation, all applicable taxes like

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TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT BRBNMPL, SALBONI

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- GST as per prevailing rules and also Buy Back Prices.
- g) The quantity mentioned in {"C" Buy Back Item List} is indicative and will have bearing on arriving at overall L1. The actual quantity of individual item in Buy Back List may vary at the end of the project (IP CCTV Implementation) and the final cost of Buy Back will be worked out based upon the unit rate coated for the same in aforesaid Buy Back List of items.
 - h) The rates are quoted with all awareness of the site conditions and after going through the tender documents in details.
 - i) In addition to above in case any additional statutory tax liability arises on Contractor side during the currency of contract due to delayed supply, the same will be borne by the Contractor.
 - j) Price should be quoted exactly as per the format given below. Multiple rates for single item, would lead to rejection of offer.
 - k) Duly filled in all places of price bid. No blanks shall be left. **If not applicable, mention as 'Not applicable'**
 - l) **Bidders mentioning the price quoted for offered item/s in any place other than Price – Bid (PART-II) in MSTC portal are liable for rejection of their bid.**
 - m) **Unloading of items at General Stores shall be done by BRBNMPL.**
 - n) This tender is for purchase of goods with incidental charges.

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

Thanking you,
Yours faithfully,

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

Seal

Firm:

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section XII: Bidder Information**

Bidder shall fill in this Form following the instructions indicated below. In case a statement does not apply to a bidder, the same should be answered with the remark "Not Applicable".

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

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

1. Bidder particulars

- a) Name of the Company:
- b) Nature of the Company (Proprietorship/Partnership/Limited Company/Co-op. Society etc.):
- c) Corporate Identity No. (CIN), if available:
- d) Registration with BRBNMPL, if applicable:
- e) GeM Supplier ID (if registered with GeM)
.....
- f) Place of Registration/Principal place of business/manufacture
- g) Complete Postal Address:
-
- h) Pin code/ZIP code:
- i) Telephone Nos. (with country/area codes):
- j) Fax No. (with country/area codes):
- k) Cell phone Nos. (with country/area codes):
- l) Contact persons/Designation:
- m) Email IDs:

If asked, submit documents to demonstrate eligibility – A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2. Taxation Details:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN (in Consignor and Consignee States):
- d) Registered / Certified Works / Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
- ☐ We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Authorization of Person(s) signing the bid on behalf of the Bidder

- a) Full Name:

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- b) Designation:
- c) Signing as:
- ☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/constituted attorney of the sole proprietor,
 - ☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
 - ☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

If asked, documents to be submitted: Registration Certificate / Memorandum of Association / Partnership Agreement / Power of Attorney / Board Resolution

4. Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/Mobile numbers:
- d) Email Address:

.....
(Signature with date)

(Full name, designation & address of the person duly authorized to sign on behalf of the tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

**Section XIII: Model Form of Bank Guarantee Bond for Bid Security
(EMD)**

1. In consideration of BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (hereinafter called 'BRBNMPL') having agreed to exempt _____ [hereinafter called 'the said Tenderer'] from the demand, under the terms and conditions of Tender No. _____ dated _____ for _____ (hereinafter called 'the said Tender'), of bid security (EMD) for the due fulfilment by the said Tenderer of the terms and conditions contained in the said Tender, on production of a bank Guarantee for ₹ _____ (Rupees _____ Only), we, _____, (indicate the name of the bank) (hereinafter referred to as 'the Bank') at the request of _____ [Tenderer] do hereby undertake to pay to BRBNMPL an amount not exceeding ₹ _____ against any claim by BRBNMPL by reason of any breach by the said Tenderer of any of the terms or conditions contained in the said Tender.

2. We, _____, (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BRBNMPL stating that the amount claimed is due because of withdrawal of the tender by the said Tenderer or any material alteration to the tender carried out by the said Tenderer after its opening or because of failure to accept the Letter of Intent or Agreement by the said Tenderer or by reason of any other breach by the said Tenderer of the terms and conditions contained in the said Tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.

3. We undertake to pay to BRBNMPL any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4 We, _____, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said Tender and that it shall continue to be enforceable till the said Tender is finally decided and orders placed on the successful Tenderer and/or till all the dues of BRBNMPL under or by virtue of the said Tender have been fully paid and its claims satisfied or discharged or till BRBNMPL certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tenderer and accordingly, discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____, (indicate the name of bank) further agree with BRBNMPL that BRBNMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of the said Tender from time to time or to postpone for any time or from time to time any of the powers exercisable by BRBNMPL against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of BRBNMPL or any indulgence by BRBNMPL to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer/Bidder.

7. We, _____, (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BRBNMPL in writing.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Banks may insert the following “Notwithstanding” Clause as per the standard format given below:**

8. Notwithstanding anything contained herein:

a) Our liability under this bank guarantee shall not exceed ₹ _____ (Rupees _____ Only);

b) This bank guarantee shall be valid up to _____ ; (being the date of expiry of the guarantee)

c) The Beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before _____ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (b) above);

d) This Bank Guarantee must be returned to the bank upon expiry of claim period. If the Bank Guarantee in original is not received by the bank after expiry of claim period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

9. Dated the _____ day of _____ (month) _____ (year)

For _____ (indicate the name of the Bank)

Bank Guarantees issued through SFMS platform:*BG can also be issued through IFN 760 COV Bank Guarantee Advice Message / IFN 767 COV Bank Guarantee Amendment Message to Advising Bank Branch (Beneficiary's Bank Branch) through SFMS platform*

1. In that case, the BG issued by the issuing bank on behalf of Bidder / Supplier / Contractor in favour of “Bharatiya Reserve Bank Note Mudran Private Limited” shall be in paper form and also shall be made available under the “Structured Financial Messaging System” (SFMS). (Ref: GoI, MoF letter F.No.7/112/2011-BOA dated 07.07.2012)

2. The Bidder / Supplier / Contractor shall ensure issuance of IFN 760 COV BG Advising Message by the issuing bank through SFMS platform in order to make the paper Bank Guarantee operative.

3. The issuing bank shall directly send the reference number of SFMS transmission message to BRBNMPL through Speed Post / Courier.

4. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name and address of	:	Bharatiya Reserve Bank Note Mudran Private Limited
Beneficiary	:	[Address to be filled by BRBNMPL]
Beneficiary Bank,	:	[To be filled by BRBNMPL]
Branch and Address	:	
IFSC Code	:	[To be filled by BRBNMPL]
SWIFT Code	:	[To be filled by BRBNMPL]
MICR Code	:	[To be filled by BRBNMPL]

5. The Bank Guarantee submitted shall also be subject to verification from the issuing bank, hence the email ID of bank must be incorporated in the BG.

Section XIV: Manufacturer's Authorization Form

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

Dear Sirs,

Ref. Your Tender Enquiry No 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

We,, who are proven and reputable manufacturers of the tendered Goods, having factories at, hereby authorise Messrs. *(name and address of the authorized representative)* to submit a bid, 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 above authorized 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.

As principals, 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 undertake to abide by other tender terms and conditions.

If stipulated in the tender document, the following documents may be enclosed,

We enclose herewith, as appropriate, our _____ (Bye-Laws / Registration Certificate / Memorandum of Association / Partnership Agreement / Power of Attorney / Board Resolution)

Yours faithfully,

.....
[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

Note: This letter of authorisation 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.

SECTION XV: Model Form of Bank Guarantee Bond for Performance Security

1. In consideration of BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (hereinafter called 'BRBNMPL') having agreed to exempt _____ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for ₹ _____ (Rupees _____ Only), we, _____, (indicate the name of the bank) (hereinafter referred to as 'the Bank') at the request of _____ [contractor(s)] do hereby undertake to pay to BRBNMPL an amount not exceeding ₹ _____ against any loss or damage caused to or suffered or would be caused to or suffered by BRBNMPL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, _____, (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BRBNMPL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BRBNMPL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.

3. We undertake to pay to BRBNMPL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BRBNMPL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BRBNMPL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____, (indicate the name of bank) further agree with BRBNMPL that BRBNMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by BRBNMPL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BRBNMPL or any indulgence by BRBNMPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

7. We, _____, (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BRBNMPL in writing.

Banks may insert the following “Notwithstanding” Clause as per the standard format given below:

8. Notwithstanding anything contained herein:

a) Our liability under this bank guarantee shall not exceed ₹ _____ (Rupees _____ Only);

b) This bank guarantee shall be valid up to _____; (being the date of expiry of the guarantee)

c) The Beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before _____ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (b) above);

d) This Bank Guarantee must be returned to the bank upon expiry of claim period. If the Bank Guarantee in original is not received by the bank after expiry of claim period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

9. Dated the _____ day of _____ (month) _____ (year)

For _____ (indicate the name of the Bank)

Bank Guarantees issued through SFMS platform:

BG can also be issued through IFN 760 COV Bank Guarantee Advice Message / IFN 767 COV Bank Guarantee Amendment Message to Advising Bank Branch (Beneficiary's Bank Branch) through SFMS platform

1. In that case, the BG issued by the issuing bank on behalf of Bidder / Supplier / Contractor in favour of “Bharatiya Reserve Bank Note Mudran Private Limited” shall be in paper form and also shall be made available under the “Structured Financial Messaging System” (SFMS). (Ref: GoI, MoF letter F.No.7/112/2011-BOA dated 07.07.2012)

2. The Bidder / Supplier / Contractor shall ensure issuance of IFN 760 COV BG Advising Message by the issuing bank through SFMS platform in order to make the paper Bank Guarantee operative.

3. The issuing bank shall directly send the reference number of SFMS transmission message to BRBNMPL through Speed Post / Courier.

4. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name and address of Beneficiary	: Bharatiya Reserve Bank Note Mudran Private Limited PO-RBNML, Salboni-721132, Dist.-West Midnapore, West Bengal
Beneficiary Bank, Branch and 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	: SBIN0003558
MICR Code	: 721002804

5. The Bank Guarantee submitted shall also be subject to verification from the issuing bank, hence the email ID of bank must be incorporated in the BG.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section XVI: Contract Form**

To,

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

Contract No. dated

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

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

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

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

Schedule No.	Brief description of goods / services with HSN / SAC Code	Accounting unit	Quantity to be supplied	Unit Price (In ₹)	GST @ _%	Total price

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

Total value (in figure)

(In words)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of BRBNMPL's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

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

Received and accepted this contract

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

For and on behalf of
(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place:

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section XVII: Letter of Authority for attending a Bid Opening**

(Refer to clause 24.2 of GIT)

To,

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

Subject: Authorization for attending bid opening on _____ (date) in the tender of
_____ against tender enquiry _____.

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		

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.

Signatures of bidder with date and seal
or

Officer authorized to sign the bid documents on behalf of the bidder

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section XVIII: Eligibility Declarations**

(To be submitted as part of Technical bid along with supporting documents, if any)

e-Tender Enquiry No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

Bidder's Name: M/s. _____

Address: _____

Contact Details: _____

Bidder's Reference No. _____ Date _____

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we comply with the stipulated eligibility criteria and declare as under and shall provide evidence of our continued eligibility to BRBNMPL as may be requested:

1. **Legal Name of Bidder Firm:**
.....
2. **OEM/Authorized representative/Dealership Status:**
.....
3. We are,
☐ a Joint Venture
☐ not a Joint Venture
4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):
☐ are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
(including our Contractors/subcontractors for any part of the contract):
☐ Do not stand declared ineligible/blacklisted/banned/debarred by BRBNMPL or its subsidiaries or by any Ministry/Department of GoI from participating in its Tender Processes or by any Government Agency anywhere in the world, for participating in their tenders, under that country's laws or official regulations; and/or
☐ Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible / suspended / blacklisted / banned / debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
☐ Do not have any association (as bidder / partner / Director / employee in any capacity) with such retired officials or near relations of such officials of BRBNMPL.
☐ We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

5. **Restrictions on procurement from bidders from a country sharing land border with India** Order (Public Procurement No. 1) issued vide F.No.6/18/2019 -PPD dated 23rd July 2020 (and its amendments, if any) by Department of Expenditure, Ministry of Finance

We certify as under:

"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, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- ☐ we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed); and
- ☐ we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6. **MSMEs Status**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are a,

- ☐ Micro Enterprise
- ☐ Small Enterprise
- ☐ Medium Enterprise
- ☐ Others

b) We are a MSE and we are classified as,

- ☐ Manufacturer
- ☐ Service Provider
- ☐ Trader / dealer / reseller / distributor / authorized agent
- ☐ Not applicable

c) We are a MSE and submit herewith Udyam Registration Certificate as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

☐ Udyam Registration No.

d) We are a MSE and our Proprietor / Partner belongs to,

- ☐ SC (if applicable, specify ____% of shares)
- ☐ ST (if applicable, specify ____% of shares)
- ☐ Women (if applicable, specify ____% of shares)
- ☐ Not applicable

7. **Start-up Status**

We confirm that as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT, we are

- ☐ a Start-up
- ☐ not a Start-up

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****8. Make in India Status**

Having read and understood the Public Procurement (Preference to Make in India) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/Department, and solemnly declare the following:

a) Self-Certification for category of supplier:

(Provide a certificate from statutory auditors / cost accountant in case of Tenders above ₹10 Crore for Class-I or Class-II Local Suppliers).

Details of local content and location(s) at which value addition is made are as follows:

Local content %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier:

- ☐ Class-I Local Supplier
- ☐ Class-II Local Supplier
- ☐ Non-Local Supplier

b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for the offered Goods/Services, or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods/Services.

9. Confidentiality Declaration: We hereby undertake that the information contained in this document, shall not, in whole or in part, be reproduced, transferred to other documents/ electronic media or disclosed to others without the written consent of BRBNMPL. We shall also undertake to maintenance secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

10. Penalties for false or misleading declarations: We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....

(Signature with date)

Name and designation:

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

[Name & address of Bidder and seal of company]

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Section XIX: Proforma of Bills for Payment**

(Refer Clause 22.6 of GCC)

(Procuring units may denote mandatory fields as per their requirement)

[Name and Address of the Firm]

PAN : CIN : XXXXXXXXXXXX (as per Company law)

[Regd. Office address] (as per Company law)

[Address of place of business under GST]

GSTIN of the respective place of business:

Bill No.....

Dated.....

Purchase order No.....

Dated.....

[Name and address of the consignee]

Place of supply: name of the city, name of the state

Sl. No.	Authority for purchase	Description of Stores	HSN/ SAC	Number or quantity	Taxable value	Rate/ Price	Taxable value
Total							

1. Applicable CGST, SGST, IGST and UTGST Amount
2. Freight (if applicable)
3. Packing and Forwarding charges (if applicable)
4. Others (Please specify)
5. PVC Amount (with Calculation sheet enclosed)
6. (-) deduction/Discount
7. Net amount payable (in words)

Dispatch detail RR No./other proof of dispatch..... Dated..... (enclosed)

Inspection Certificate No.....Dated..... (enclosed)

Income Tax Clearance Certificate No..... Dated..... (enclosed)

GST Registration certificate..... (enclosed)

(If it is already being collected, the same may be ignored)

Place and Date.....

Received ₹..... (Rupees).....

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

Signature and Stamp of Supplier

Section XX: Pre-Contract Integrity Pact

(To be executed on plain paper and applicable for all tenders of value above ₹5 crore)

Tender No: _____ dated _____ for the supply/Work

INTEGRITY PACT

Between

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) hereinafter referred to as **“The Principal”**

and

..... Hereinafter referred to as **“The bidder/ Contractor:**

Preamble

The Principal intends to award, under laid down organisational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

- a. In order to achieve these goals, Independent External Monitors (IEMs), appointed by the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- b. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties and will be effective till the completion of contractual obligations. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination
- c. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting (if permissible under the contract), the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. The Principal should not seek or accept any benefit, which is not legally available.
 - b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - c. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - d. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document

provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. Bidders are required to submit a self-declaration that they are not engaging any agent for participation in the bidding/ procurement process. However, if engagement of agents is permitted as mentioned in the tender, then foreign bidders should disclose the name and address of agents and representatives in India. Bidders should disclose the payments to be made by them to agents or brokers or any other intermediary;
 - e. Indian Bidders to disclose their foreign principals or associates.
 - f. Bidders/ contractor(s) should disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
 - g. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

- a. If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.
- b. Any violation of Integrity Pact would entail disqualification of the bidders and

exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damage of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anticorruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

Name of the IEM: Dr. B C Gupta (Retd. IAS) & Shri M N Krishnamurthy (Retd. IPS)

E-mail: bcgupta2000@yahoo.com & krishnamurthymn19@gmail.com

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, BRBNMPL.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, BRBNMPL and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to

discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The monitor will submit a written report to the Chairman, BRBNMPL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC / PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- (10) In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.
- (11) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

The Pact begins when both parties have legally signed it. It expires from the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of BRBNMPL.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED

(Wholly owned subsidiary of Reserve Bank of India)

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI**

T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

Annexure 1

Explanatory Note on Public Procurement (Preference to Make in India) Order, 2017

- The Govt. of India has decided to incentivise the growth of local content in goods and services through the Make in India Policy by providing purchase preference to the manufacturers/service providers having capability to meet/exceed the local content targets. Incentivising enhanced local content in the procurement of goods and/or services would lead to increased local industry content.
- The ultimate aim of the policy is to support and boost the growth of domestic manufacturing sector with a view to enhancing income and employment and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness.
- Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or joint ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- The provisions of this policy shall apply to all procurements of goods, services, including System Integrator (SI) contracts, and works, including Engineering, Procurement and Construction (EPC) contracts. However, the provisions of this policy shall not apply to small procurements where estimated value to be procured is less than ₹5 lakh.

Definitions

- Domestic Products shall be goods and/or services (including design and engineering), produced by companies, investing and producing in India.
- Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.
- Local Content (LC) means the amount of value added in India which shall, unless otherwise prescribed by the Nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication, assembly and finishing of work carried out within the country.
- Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialists), working appliance (including software) and supporting facilities carried out within the country.
- 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 (lowest bid) for the purpose of purchase preference.
- Supplier of Goods and/or provider of Services shall be a business entity having capability of providing Goods and/or Services in accordance with the business line and qualification thereof and classified as under: -
 - 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under Make in India policy.
 - 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Make in India policy.
 - 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under Make in India policy.

Eligibility to bid

- Only Class-I local suppliers and Class-II local suppliers shall be eligible to bid in all procurements except when Global Tender Enquiry, allowed if purchase value is more than ₹200 crore*, is issued.
- In local procurement of all goods, services and works in respect of which the Nodal ministry / Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.
- For all other local procurements, both Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value but purchase preference shall be given to Class-I local supplier only.
- In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers. Class-I local supplier shall be given purchase preference.
- Class-I local suppliers and Class-II local suppliers shall be eligible to get relaxations in eligibility criteria like turnover, production capability and financial strength. Eligibility criteria on previous experience shall not require proof of supply to other countries or proof of exports for any class of suppliers. However, Purchase preference shall be given to Class-I local suppliers only. Class-II local suppliers or Non-local suppliers shall not get purchase preference in any procurement.
- Bidders offering imported products/content cannot, repeat cannot, claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC etc. as local value addition. Such bidders will fall under the category of Non-local suppliers.

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	Any value	'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 only • 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

Procedure for purchase preference

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

The manufacturers/service providers having the capability of meeting/exceeding the local content targets shall be eligible for purchase preference under the Policy as described below: -

- Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the bidder concerned (eligible techno-commercially qualified Class-I local supplier) at the lowest valid price bid. The margin of purchase preference shall be 20%.
- The successful bidder shall be obliged to fulfil the requirements of quality and delivery time in accordance with provisions of the purchase order/contract.
- BRBNMPL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- Procedure for granting purchase preference to Class-I local suppliers under various scenarios is given in **Annex-I**.

Verification of local content

- Class-I local suppliers and Class-II local suppliers shall furnish the following undertaking from the authorized signatory of the bidder along with their techno-commercial bid. The undertaking shall become a part of the contract.

Class-I local supplier

"We _____ (name of the bidder) undertake that we meet the mandatory minimum local content requirement i.e. equal to or more than 50% for qualifying as Class-I local supplier as per the Make in India Policy for claiming purchase preference against tender No. _____. The percentage of local content in the bid is _____%."

Class-II local supplier

"We _____ (name of the bidder) undertake that we meet the mandatory minimum local content requirement i.e. more than 20% but less than 50% for qualifying as Class-II local supplier as per the Make in India Policy for participating against tender No. _____. The percentage of local content in the bid is _____%."

Location(s) at which local value addition is made:

- In case of procurement for a value in excess of ₹10 crores, above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder 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), on the letterhead of such Statutory Auditor etc.

Class-I local supplier

"We the Statutory Auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the bidder) meet the mandatory local content requirement of the Goods and/or Services i.e. equal to or more than 50% for qualifying as Class-I local supplier as per the Make in India Policy for claiming purchase preference against tender No. _____. The percentage of local content in the bid is _____%."

Class-II local supplier

"We the Statutory Auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the bidder) meet the mandatory local content requirement of the Goods and/or Services i.e. more than 20% but less than 50% for qualifying as Class-II local supplier as per the Make in India Policy for participating against tender No. _____. The percentage of local content in the bid is _____%."

Note:

- In case of a foreign bidder, certificate (with regard to fulfilment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditor or cost auditor, certificate from a practising chartered accountant in India or practicing cost accountant in India shall also be acceptable.
- In case manufacturer/service provider himself is bidding then the certificate shall be submitted by the Statutory Auditors etc. of the manufacturer/service provider.
- In case the bidder is a supplier quoting on behalf of manufacturer/service provider then the certificate shall be submitted by the Statutory Auditors etc. of the supplier. The responsibility for the certificate provided by the Statutory Auditor etc. of the supplier shall be that of the supplier.
- Each supplier shall provide the necessary local content documentation to the Statutory Auditor (or as the case may be), which shall review and determine that local content requirements have been met and issue a local content certificate to that effect, stating the % of local content in the goods or services measured. The Auditor shall keep all necessary information obtained from the supplier for measurement of local content confidential.
- During the execution of the contract, local content certificate shall have to be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- Non-local suppliers shall also indicate percentage of local content component in their bid as under: -
"Percentage of local content as per the make in India Policy in the bid of M/s. _____ (name of the bidder) is _____%."
- The prescribed local content in the Make in India Policy shall be applicable on the date of Notice Inviting Tender (NIT).
- Where currency quoted by the bidder is other than INR, then the bidder claiming benefits under Make in India Policy shall consider exchange rate prevailing on the date of Notice Inviting tender (NIT) for the calculation of local content.
- Since Class-I / Class-II local suppliers are eligible to bid only if they meet the local content norms, therefore, irrespective of whether they are willing to seek benefits under the Make in India Policy or not, it is mandatory for them to submit adequate documentation as follows to establish their status as Class-I / Class-II local supplier. In fact, all bidders (i.e. Class-I local suppliers, Class-II local suppliers, Non-local suppliers) are required to mention local content in their bid and to submit the requisite documents as per the requirement of the Policy.
- BRBNMPL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

Determination of local content**Local content of Goods**

- Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication, assembly and finishing of work carried out within the country.
- Local content shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of the product.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- The criteria for the determination of the local content cost shall be as follows: -
 - a. In the case of direct component (material), based on country of origin;
 - b. In the case of manpower based on INR component;
- The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of local content (%) of each of the goods with the acquisition price of each of the goods to the acquisition price of the combination of the goods.

Local content of Services

- Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialists), working appliance (including software) and supporting facilities carried out within the country.
- Local content of services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- The total cost of service shall be constituted of the cost spent for rendering of service, covering:
 - a. Cost component (material) which is used;
 - b. Manpower and consultant cost; cost of working equipment/facility; and
 - c. General service cost.
- The criteria for determination of cost of local content in the services shall be as follows:
 - a. In the case of material being used to help the provision of service, based on country of origin;
 - b. In the case of manpower and consultant based in INR component of the services contract;
 - c. In the case of working equipment/facility, based on country of origin; and
 - d. In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above

Local content of EPC contracts

- Local content in Engineering, Procurement and Construction (EPC) contracts where supply of both goods and services are involved shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred in the work site.
- Local content of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- The spent cost shall include production cost in the calculation of local content of goods and service cost in the calculation of local content of services.
- Local content shall be calculated on the basis of verifiable data. In case data used in calculation of local content not being verifiable, the value of local content of the said component shall be treated as 'Nil'.

False declarations and Sanctions

- BRBNMPL shall have the right to impose sanctions on the bidder/manufacturer/ service provider for not fulfilling the local content of goods/services in accordance with the value mentioned in the certificate of local content. The sanctions may be in the form of written warning, financial penalty and debarment.
- If the bidder does not fulfil his obligations after the expiration of the period specified in such warning, BRBNMPL shall have the right to initiate action for debarment such bidder or impose financial penalty on the bidder or both.
- A bidder, who has been awarded the contract after availing purchase preference, is found to have violated the local content provision in the execution of the procurement contract of goods and/or services, shall be subject to financial penalty up to a maximum of 10% of the contract value. In such a case, BRBNMPL reserves the right to invoke the performance bank guarantee submitted by the bidder.
- Class-I local suppliers and Class-II local suppliers shall furnish the following undertaking from the authorized signatory of the bidder along with their techno-commercial bid. The undertaking shall become a part of the contract.
"We understand that false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR for which a bidder or its successor may be debarred for up to two years as per Rule 151(iii) of GFR along with such other actions by BRBNMPL as may be permissible under law including financial penalty up to a maximum of 10% of the contract value. In such a case, BRBNMPL reserves the right to invoke the performance bank guarantee submitted by the bidder."

Reciprocity clause

- Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry, shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/ Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- Hence, prospective foreign bidders intending to participate in tenders floated by BRBNMPL, shall furnish the following declaration,
"We do not belong to any country whose bidders are notified as ineligible on reciprocal basis under the Make in India order of Government of India"

Manufacture under license / technology collaboration agreements with phased indigenization under 'Make in India'

- (i) Suppliers may be exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content within the validity of the contract.
- (ii) In procurement of all goods, services or works in respect of which the Nodal ministry has not notified that there is sufficient local capacity and local competition, procuring entities may prescribe in their respective tenders that foreign companies may participate in the tender through a subsidiary or a joint venture with an Indian company. Such subsidiaries/joint ventures may be exempted from meeting the stipulated minimum local content requirement, provided there is clear phasing of increase in local content within the validity of the contract. Such subsidiaries/joint ventures must obtain an exemption letter and submit the same along with their bid to avail the exemption.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 2****Procedure for Purchase Preference under Make in India Order, 2017**

- i. Procurement of Goods and Works which are *divisible* in nature (but without split order clause): -
 - 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 lowest bidder among 'Class-I local supplier' is 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 still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
 - If none of the 'Class-I local supplier' bidder within L1+20% is able to match L1 price or no 'Class-I local supplier' falls within L1+20%, contract awarded to original L1 bidder
 - When the tendered goods/services cannot be divided in the exact ratio of 50:50 then BRBNMPL reserves the right to award on lowest eligible Class-I local supplier for quantity not less than 50%, as may be dividable.
E.g.: In case tendered quantity is 3 (not divisible in the ratio of 50:50), Class-I local supplier shall get order for 2 nos. and the rest will go to L1 (who is not a Class-I local supplier).
- ii. Procurement of Goods and Works which are *not divisible* in nature 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 lowest bidder among 'Class-I local supplier' is 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 able to match L1 price or no 'Class-I local supplier' falls within L1+20%, contract awarded to original L1 bidder
- iii. Procedure to be adopted in case of tenders with *split order/parallel contracts* clause:
 - If in normal course of splitting of orders between L1 and L2 bidders (70:30) or L1, L2 and L3 bidders (50:30:20), 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity without resorting to purchase preference, then parallel contracts may be awarded to original L1 and L2 bidders or L1, L2 and L3 bidders, as the case may be, as per the split order/parallel contracts clause stipulated in the tender
 - If, however, 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to 'Class-I local suppliers' provided their quoted rate falls within 20% of **the highest quoted bidder considered for award of contract** so as to ensure that 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity
 - In case of 2-way splitting between L1 and L2 bidders in the ratio of 70:30, the **L2 bidder** shall be treated as **the highest quoted bidder considered for award of contract**
 - In case of 3-way splitting between L1, L2 and L3 bidders in the ratio of 50:30:20, the **L3 bidder** shall be treated as **the highest quoted bidder considered for award of contract**

Examples of splitting of orders

- **In case of two-way splitting between L1 and L2 bidders in the ratio of 70:30**
 - If L1 is 'Class-I local supplier' – 70% awarded to L1
 - If L2 is 'Class-I local supplier' – remaining 30% awarded to L2 subject to matching L1 price
 - If L2 is *not* 'Class-I local supplier' – Remaining 30% awarded to lowest bidder among 'Class-I local suppliers' falling within **L2+20%** subject to matching L1 price
 - If lowest bidder among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' falling within **L2+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
 - If none of the 'Class-I local suppliers' falling within **L2+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L2+20%**, then contract shall be awarded to original L1 and L2 (L3, L4...and so on) bidders in the ratio 70:30 subject to matching L1 price
 - If L1 is *not* 'Class-I local supplier' – 50% awarded to L1
 - If L2 is 'Class-I local supplier' – remaining 50% awarded to L2 subject to matching L1 price
 - If L2 is *not* 'Class-I local supplier' – Remaining 50% awarded to lowest bidder among 'Class-I local suppliers' falling within **L2+20%** subject to matching L1 price
 - If lowest bidder among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' falling within **L2+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
 - If none of the 'Class-I local suppliers' falling within **L2+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L2+20%**, then contract shall be awarded to original L1 and L2 (L3, L4...and so on) bidders in the ratio 70:30 subject to matching L1 price
- **In case of three-way splitting between L1, L2 and L3 bidders in the ratio of 50:30:20**
 - If L1 is 'Class-I local supplier' – 50% awarded to L1
 - If L2 and L3 are 'Class-I local suppliers' – 30% and 20% awarded to L2 and L3 bidders respectively subject to matching L1 price

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- If *either* L2 or L3 is a 'Class-I local supplier' – 30% awarded to L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price – remaining 20% awarded to lowest among other 'Class-I local suppliers' falling within **L3+20%** subject to matching L1 price
 - » If there are no other 'Class-I local suppliers' falling within **L3+20%**, then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to *either* L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price
- If L2 and L3 are *not* 'Class-I local suppliers' – remaining 30% and 20% awarded to lowest two bidders amongst 'Class-I local suppliers' falling within **L3+20%** subject to matching L1 price
- If any of the two lowest bidders among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' within **L3+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - » If there is only one eligible 'Class-I local supplier' falling within **L3+20%** then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to the single eligible 'Class-I local supplier' subject to matching L1 price
- If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
- If none of the 'Class-I local suppliers' within **L3+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L3+20%**, then contract shall be awarded to original L1, L2 (L3, L4... and so on) and L3 (L4, L5... and so on) bidders in the ratio 50:30:20 subject to matching L1 price
- If L1 is *not* 'Class-I local supplier' – 50% awarded to L1
 - If L2 and L3 are 'Class-I local suppliers' – 30% and 20% awarded to L2 and L3 bidders respectively subject to matching L1 price
 - If *either* L2 or L3 is a 'Class-I local supplier' – 30% awarded to L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price – remaining 20% awarded to lowest among other 'Class-I local suppliers' falling within **L3+20%** subject to matching L1 price
 - » If there are no other 'Class-I local suppliers' falling within **L3+20%**, then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to *either* L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price
 - If L2 and L3 are *not* 'Class-I local suppliers' – remaining 30% and 20% awarded to lowest two bidders amongst 'Class-I local suppliers' falling within **L3+20%** subject to matching L1 price
 - If any of the two lowest bidders among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' within **L3+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - » If there is only one eligible 'Class-I local supplier' falling within **L3+20%** then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to the single eligible 'Class-I local supplier' subject to matching L1 price
 - If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
 - If none of the 'Class-I local suppliers' within **L3+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L3+20%**, then contract shall be awarded to original L1, L2 (L3, L4... and so on) and L3 (L4, L5... and so on) bidders in the ratio 50:30:20 subject to matching L1 price

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 3****Explanatory Note on
Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012**

1. The definition for Micro & Small Enterprise shall be as per the guidelines issued by Ministry of MSME vide Gazette Notification No. 1702(E) dated 01.06.2020 and 2119(E) dated 26.06.2020 which came into effect from 01.07.2020.
2. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012:
 - District Industries Centers (DIC)
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME (MoMSME)
 - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
 - Udyam Registration Portal
3. 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.
4. 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.
5. 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.*
6. To be classified as Micro or Small Enterprises as per new definition, the companies need to register themselves on "Udyam Registration Portal" on or after 01.07.2020. This provision is for new establishments as well as for existing MSEs registered with NSIC, UAM etc.
7. As per the new notification by the Government of India, every business unit registered under MSME / Udyog Aadhaar shall be treated as a valid MSME up to **30th June 2022** beyond which they need to be registered on Udyam Registration Portal to enjoy the MSME Benefits.
8. The provisions of this policy shall apply to all procurements of goods and services. **Work contracts are excluded from the purview of this policy.**
9. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
10. **MSE must be a Manufacturer/Service provider:** The MSE bidder must be a Manufacturer capable of manufacturing the tendered items / Service provider 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.
11. **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.
12. 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.
13. Items which are reserved for exclusive purchase from MSEs shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
14. 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.
15. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
16. 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).
17. 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.
18. 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.
19. 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.
20. 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.

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**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

21. 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

22. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
23. **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.
24. 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
25. **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
26. **TReDS:** TReDS is an electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BRBNMPL is already registered on the following TReDS platforms: -
- M/s A TREDS (Invoicemart), Mumbai
27. MSE vendors are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 4****Support to Start-Up Enterprises**

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 or a certificate of an eligible Start-up from the inter-Ministerial Board of Certification during submission of Technical bid.
3. The Nature of Business mentioned in application made to get Start-up accreditation should be related to the tendered item.
4. Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & tender fees. However, they shall be required only to submit Bid Securing Declaration.
5. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
6. 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.
7. 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.
8. Definition of Start-up Enterprises
 - (i) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Up to a period of ten years from the date of incorporation/registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded ₹100 (one hundred) crore, and
 - c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
 - (ii) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 5****Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012
and Public Procurement (Preference to Make in India) Order, 2017**

1. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local	"Non-MSE non-Class-I local supplier"

2. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder
- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
- c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example given at the end)
- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is be awarded to L-1
 - B) L-1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item - Desktop computer.

Qty - 50 Nos.

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Details of bids received**

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L-1 price i.e. ₹100 for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 - 13 awarded to bidder C; assuming bidder C has confirmed to accept L-1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L-1 price i.e. price of ₹100 per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A" who is L-1 in the example.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 6****Restrictions on Public Procurement from countries sharing land border with India**

1. Any bidder from a country which shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries'), will be eligible to bid in any procurement whether of Goods, Services (including Consultancy Services and Non-Consultancy Services) or Works (including Turnkey Projects) only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Section XVIII – Eligibility Declarations.
2. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.
3. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, bidders shall enclose the certificate in this regard in Section XVIII – eligibility declarations.
4. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
5. "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.
6. "Tender" will include other forms of procurement, except where the context requires otherwise.
7. "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
8. The *beneficial owner* for the purpose of 4 above will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
9. An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.
10. *[To be inserted in tenders for Works contracts, including Turnkey 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 definition of "contractor from a country which shares a land border with India" shall be as in paragraph 4 above.
11. The Registration shall be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this 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.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I 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 certify that this 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 hereby certify that this 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.]"

Model Certificate in cases of specified ToT

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; I certify that this bidder does not have any ToT arrangement requiring registration with the Competent Authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this bidder have valid registration to participate in this procurement.

Bid Securing Declaration

(on Company Letter-head)

Bid **Securing** Declaration In lieu of EMD/Bid security is to be submitted as part of Technical bid in the following format. Bidders exempted from submission of EMD/Bid Security are also required to submit this.

Bidder's Reference No. _____

Date _____

To

Bharatiya Reserve Bank Note Mudran (P) Limited**Salboni, Dist - Midnapore (West)****PIN- 721 132****West Bengal****Ref: e-Tender Enquiry No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sir/Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid **Securing** Declaration in lieu of Bid Security.We unconditionally accept the conditions of this Bid **Securing** Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BRBNMPL for 1 year from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b) Fail or refuse to sign the contract.

We know that this Bid-**Securing** Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place..... [insert place of signing]

Template for assessment of capability of Bidder

(To be submitted as part of Technical bid on Company Letter-head)

Bidders should furnish statements and documents confirming their Capability to manufacture the Goods. The list below is indicative only. Bidders may attach more documents as required. Additional details not covered elsewhere in the bid may also be added.

Bidder's Reference No. _____

Date _____

To

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

Ref: e-Tender Enquiry No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024

- 1) Location of the manufacturing Factory
- 2) Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
- 3) Details of arrangement for quality control of products such as laboratory etc.
- 4) Details of Technical Supervisory staff-in-charge of production and quality control
 - a) Skilled labour employed.
 - b) Unskilled labour employed.
 - c) The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
- 5) Installed production capacity of item(s) quoted for, with the existing plant and machinery.
 - a) The installed monthly production capacity for ____ and the type of ____
 - b) What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month.
 - c) average monthly production of _____ during the last 5 years on a single shift basis
 - d) Existing order on hand for _____
- 6) Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished.

.....
 (Signature with date)

.....
 (Name and designation)

Duly authorized to sign bid for and on behalf of

.....
 [name & address of Bidder and seal of company]

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 9****Performance Statement**

(Statement of Supplies During Last Five Years and Outstanding Current Orders)

(To be submitted as part of Technical bid)

Bidders should fill up this Form regarding their past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/attached here. The list below is indicative only. Bidders may attach more documents as required to showcase their past performance. Additional details not covered elsewhere in the bid may also be added.

Bidder's Reference No. _____

Date _____

To

Bharatiya Reserve Bank Note Mudran (P) Limited**Salboni, Dist - Midnapore (West)****PIN- 721 132****West Bengal****Ref: e-Tender Enquiry No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

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
1									
2									
3									
	Total				XXXX			XXXX	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

Statement of Financial Standing

Auditee Details:

.....
.....

Sl. No.	Financial Year	Annual Turnover (Rs.)	Net worth (Rs.)	Remarks
1	2020-21			
2	2021-22			
3	2022-23			

.....
Signature of Certified Accountant

Name :

Name of Firm :

Reg. No of Firm :

Membership No :

UDIN No. :

Place :

Date :

Note for bidders:

- Submission of audited books of accounts bearing valid UDIN is required for firms whose sales, turnover or gross receipts is more than ₹1 crore. 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).
- Firms whose sales, turnover or gross receipts is less than ₹1 crore, submission of audited books of accounts is not necessary. However, such firms have to submit a Statement of Financial Standing in the above format bearing a **valid UDIN** along with the bid in order to ensure the compliance of the bidder against the financial standing criteria.
- This statement has to be certified by a certified accountant e.g. Chartered Accountant (CA) in India **with valid UDIN** and Certified Public Accountants / Chartered Accountants / Members of Certified Accounting Body of the government of the Bidder's country in case of foreign bidders.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 11****NEFT Mandate Form**

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

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.

Date: (.....)
Signature of the Customer

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

Bank's Stamp

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

Date:

Terms and Conditions - Compliance

(To be submitted as part of Technical bid in e-Procurements)

(on Company Letter-head)

Bidder's Reference No. _____

Date _____

To

Bharatiya Reserve Bank Note Mudran (P) Limited**Salboni, Dist - Midnapore (West)****PIN- 721 132****West Bengal****Ref: e-Tender Enquiry No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sir/Madam,

a) We have gone through entire tender document thoroughly including following Sections/Annexures:

- (i) Section I : Notice Inviting Tender (NIT)
- (ii) Section II : General Instructions to Tenderers (GIT)
- (iii) Section III : Special Instructions to Tenderers (SIT)
- (iv) Section IV : General Conditions of Contract (GCC)
- (v) Section V : Special Conditions of Contract (SCC)
- (vi) Section VI : List of Requirements
- (vii) Section VII : Technical Specifications
- (viii) Section VIII : Quality Control Requirements
- (ix) Section IX : Qualification Criteria
- (x) Section XIII : Bank Guarantee Form for EMD
- (xi) Section XV : Bank Guarantee Form for Performance Security
- (xii) Section XVI : Contract Form
- (xiii) Section XIX : Proforma of Bills for Payments
- (xiv) Annexure 1 to 5 : Explanatory Note on Make in India Order 2017; MSEs Order 2012 and Start-ups
- (xv) Annexure 6 : Restrictions on Public Procurement from countries sharing land border with India.

b) We confirm that we shall comply with, abide by, and accept without variation, deviation, or reservation, all terms and conditions of the Tender Document and we have **no counter-conditions**.c) **We understand that originals (or self-attested copies of originals - as specified therein) of specified scanned uploaded documents (except Price Schedule) must be physically submitted in a sealed cover before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected.**d) We understand that **any price indication** in the Technical Bid (Scanned-Online / Physical Submission) will result in the bid being rejected**Important Terms and Conditions: -**

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****COMPLIANCE STATEMENT – Quality control**

Sl No	Requirement	Bidders Response	Remarks, if any
1	IP based CCTV system, shall be commissioned without disturbing the operation and functioning of existing IP based CCTV.	Noted & accepted	
2	All Electrical items supplied under this contract shall be of reputed make with ISI mark as applicable	Noted & accepted	
3	The Electrical works shall be carried in accordance with applicable IE rules in force.	Noted & accepted	
4	All Electric /Electronic Modules and gadgets should be of Standard make.	Noted & accepted	
5	All OFC Network should be carried in accordance with applicable rules in force	Noted & accepted	
6	All major items shall be supplied along with their technical data sheet and catalogues.	Noted & accepted	
7	The complete supply and installation shall comply with statutory requirements as applicable	Noted & accepted	
8	The enlisted items of buyback shall be considered	Noted & accepted	
9	FAT / FAC: On completion of the work, the system will be put under observation for period of 15 days for trouble free operation including Picture Quality, Frame rate, storage capacity, band width etc. as per FAT schedule described in Detailed Scope of Work Sl.no. 8. Deviation / deficiency, if any must be addressed by upgrading / modification in the hardware and Software wherever required to meet the requirement. Having certified for the trouble free operation during this Final Acceptance Test (FAT) period by BRBNMPL Maintenance Division or Technical Committee, the Final Acceptance Certificate (FAC) will be issued.	Noted & accepted	

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****COMPLIANCE STATEMENT - COMMERCIAL**

Sl No	STATEMENT	Bidders Response	Remarks, if any
1	SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI as per the specification given in Section VII above	Noted & accepted	
2	SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI as per the specification given in Section VII above within 300 Days from the date of issue of LOI/NOA	Noted & accepted	
3	Warranty clause as mentioned in tender (Three year onsite warranty from date of FAC)	Noted & 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	Noted & accepted	
5	Payment terms as mentioned in tender (SCC)	Noted & accepted	
6	Validity of offer 120 days from date of opening of tender.	Noted & accepted	
7	Liquidated Damage Clause as mentioned in tender	Noted & 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.	Noted & 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)	Noted & accepted	
10	We will abide by all the safety and security norms of BRBNMPL	Noted & accepted	
11	Acceptance of GST Clause of Section III of Special Instructions to Tenderers (SIT) of referred against GIT Clause 12.8	Noted & accepted	
12	Acceptance of GIT clause 17 and GIT sub-clause 10.1.	Noted & accepted	
13	We understand that for any false declaration and submission of any untrue documents in the tender, our offer will be liable for rejection/cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.	Noted & accepted	

1. The work shall be carried out professionally, with efficient workmanship as per the industry standards.
2. All major items shall be supplied along with their technical data sheet and catalogues.
3. The complete supply and installation shall comply with statutory requirements as applicable.
4. 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.

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 with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place..... [insert place of signing]

**Undertaking to provide financial support to our wholly owned
subsidiary**

(On the letter head of the holding company)

Ref.: _____

Date: _____

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

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 e-tender enquiry no. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024 for the SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM at BRBNMPL, SALBONI.

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.

For and on behalf of _____

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.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Annexure 14****Check-List for Bidders**

(The following check-list is a part of the SBD; to be submitted by the bidder as part of technical Bid)

This check-list is indicative and not exhaustive; Bidders may add any other documents, if stipulated in the tender; or if considered relevant by the Bidder.

Sl. No.	Documents submitted, duly filled, signed	Yes / No / NA
1	Section X - Tender Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
2	Section XII - Bidder Information along with Power of attorney and Registration Certificates etc., if asked	
(a)	Self-attested copy of Registration certificates etc. of the firm, if asked	
(b)	Self-attested copy of PAN	
(c)	Self-attested copy of GSTIN registration(s)	
(d)	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid, if asked	
3	Section XVIII - Eligibility Declarations, along with supporting documents	
(a)	Self-attested copy of Registration certificate for bidders / subcontractors from restricted neighbouring countries	
(b)	Self-attested copy of MSME registration	
(c)	Self-attested copy of Start-up registration / status	
(d)	Self-attested copy of the certificate of Local Supplier status for Make in India policy, from auditors / cost accountant in case of Tenders above ₹10 Crore, if applicable	
4	Section XIV - OEM's Authorization Form duly filled up (if applicable to Bidder concerned)	
(a)	Self-attested copy of Registration certificates etc. of the OEM/principal, if asked	
(b)	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Section XIV of OEM / Principal, if asked	
5	Section VI - List of Requirements - Compliance	
6	Section VII - Technical Specifications - Compliance	
(a)	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder.	
7	Section VIII - Quality Control Requirements – Compliance.	
8	Proof of submission of EMD, if applicable	
(a)	Type of instrument - DD/BC/NEFT/RTGS/BG/Other Electronic Modes using UPI id/UPI QR code, at the option of bidder.	
(b)	Instrument scan uploaded, if applicable.	
(c)	Instrument details, as applicable <ul style="list-style-type: none"> • Drawn on Bank, Branch, Valid up to, for DD/Banker's cheque 	

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Sl. No.	Documents submitted, duly filled, signed	Yes / No / NA
	<ul style="list-style-type: none"> Transaction No. for NEFT/RTGS/Other Electronic Modes (UPI) No. with Date, Issuing Bank details, for Bank Guarantee No. with Date, Insurer details, for Insurance Surety Bond 	
	(d) Bid Securing Declaration, for exempted bidders (Annexure-7)	
9	Conformity with capability criteria (Annexure-8), if applicable	
	(a) Documents attached supporting conformance to capability criteria, if applicable	
10	Performance Statement (Annexure-9)	
	(a) Documents / contracts supporting the performance statement	
11	Statement of Financial Standing (Annexure-10)	
	(a) Audited Balance Sheet and Profit & Loss Statement	
12	NEFT Mandate Form, if applicable (Annexure-11)	
	(a) Cancelled cheque in lieu of Bank endorsement, at the option of bidder	
13	Terms and Conditions – Compliance (Annexure-12)	
	(a) Documents, if any, at the option of Bidder	
14	Undertaking to provide financial support to our wholly owned subsidiary, if applicable (Annexure-13)	
15	This Checklist (Annexure-14)	
16	Section XX - Duly signed Integrity Pact, If applicable	
17	Financial Bid (To be submitted online only)	
18	Submitted all required valid Statutory Approvals / Certificates / No-Objection certificates / Authorizations etc. from Central / State Boards (as applicable)	
19	Any other requirements, if stipulated in the tender; or if considered relevant by the Bidder	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

ANNEXURE -15**PROFORMA OF SERVICE LEVEL AGREEMENT (SLA)**

(To be executed on non-judicial Stamp Paper)

This agreement made on.....date 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.

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 will 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.

NOW THEREFORE THIS DEED WITNESSE WITH AS UNDER:-

Section – I: Definitions

The terms used in the agreement will be defined in this section
XXXXX

Section – II: Terms of the Contract

- 1.The contract shall be effective from XX/XX/202X and shall ordinarily remain in force for a period of 8 years (3 years Warranty/ Defect Liability Period and 5 years CAMC). The Company reserves the right to terminate the contract by giving one month notice without assigning any reason. However, BRBNMPL reserves the right to terminate the contract at any point of time without any financial compensation and/ or assigning any reason thereof upon unsatisfactory performance or noncompliance with BRBNMPL rules and regulations as per details mentioned in Terms and Termination agreement.
- 2.Unless otherwise provided in the Agreement herein or any subsequent amendment of the Agreement, the engagement of the Service Provider under this Agreement concludes upon the completion of Contract Period.
- 3.The Service Provider must strictly adhere to the delivery dates or lead times and Service Levels (defined in Schedule-II) identified in this Agreement. Failure to meet these delivery dates or the desired Service Levels, unless it is due to reasons entirely attributable to the Company, shall

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

constitute a material breach of the Service Provider's performance obligations under this Agreement.

- 4.If the Service Provider fails to remedy the defect within reasonable period or does not provide support as per the terms of this Agreement, the Company may invoke the performance guarantee and/ or proceed to take reasonable remedial actions as may be necessary including but not limited the imposition of Liquidated Damages/Penalties, refund of amount paid by the Company, and any other remedy as provided for in this Agreement or under the Law.
- 5.The vendor shall not sub-contract the Warranty/DLP FMS service and COMPREHENSIVE MAINTENANCE CONTRACT to any organization, person, firm or its franchisee without the prior approval of BRBNMPL. If, at any time, it comes to the notice of BRBNMPL that such sub-letting has been done, BRBNMPL at its discretion may terminate the contract without referring the matter further to the vendor. BRBNMPL will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.
- 6.BRBNMPL reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor, has been caused to equipment covered by the Warranty/DLP AND COMPREHENSIVE MAINTENANCE CONTRACT or to any property of BRBNMPL even if it is not covered under Warranty/DLP AND COMPREHENSIVE MAINTENANCE CONTRACT.
- 7.For the items covered under Warranty/ DLP and COMPREHENSIVE MAINTENANCE CONTRACT, the vendor shall repair/ replace parts only at BRBNMPL, Salboni site. If the fault is of serious nature and requires the support of the Repair Centre of the vendor, thereby necessitating shifting of the equipment, the vendor shall arrange to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the BRBNMPL.
- 8.**Independent Contractor:** Nothing herein contained will be construed to imply a joint venture, partnership, Principal-agent relationship or co-employment or joint employment between the Company and Service Provider. The Service Provider, in furnishing services to the Company hereunder, is acting only as an independent Contractor. Service Provider does not undertake by this Agreement or otherwise to perform any obligation of the Company, whether regulatory or Contractual, or to assume any responsibility for the Company's business or operations. The parties agree that, to the fullest extent permitted by applicable law; The Service Provider has not, and is not, assuming any duty or obligation that the Company may owe to its customers or any other person. The Service Provider shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc.
- 9.**Concerning Employees:** Personnel / staff / manpower / Agents / Contractors / suppliers engaged by either party will be deemed employees of such party and will not for any purpose whatsoever be considered employees or Agents of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability benefits, and the like.
- 10.**Non-Solicitation of Personnel:** During the term of this Agreement neither party shall solicit for employment or hire any employee who is currently involved in the performance of this Agreement or for a period of twelve months following closure/ termination of the Contract.
- 11.**Assignment:** Neither this Agreement nor any rights granted under this Agreement may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Service Provider, and any

such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Company.

12. Applicable Law; Severability: This Agreement shall be governed in accordance with the laws of India and will be subject to the exclusive jurisdiction of Courts in Kolkata, West Bengal. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.

13. Amendment and Waiver: No provision of this Agreement may be amended, modified or waived unless such amendment or waiver is in writing and signed, by both parties or the Party waiving their right as the case may be. No delay or failure of any Party in exercising any right, power or privilege hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. Survival and Severability: Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of this Agreement. The invalidity or un-enforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

15. Indemnity: Each party shall indemnify and hold harmless the other (Indemnified Party) from and against any loss, cost, damages and expense (including but not limited to attorneys' fees) incurred by the Indemnified Party relating to any claims arising out of or in any way relating to the Services or this Agreement. Provided that the Service Provider shall indemnify the Company, and shall always keep indemnified and hold the Company, its employees, personnel, officers and directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

16.1 The Company's authorized/ bonafide use of the deliverables and/or the Services;

16.2 an act or omission of the Service Provider, its employees, Agents or Sub-Contractors in the performance of the obligations under this Agreement;

16.3 breach of the terms of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or

16.4 Any or all deliverables and/or Services infringing any patent, trademarks, copyrights or such other intellectual property rights. This provision shall survive the termination of this Agreement for any reason.

17. Performance Bank Guarantee

17.1 The Service Provider shall at his own expense deposit with BRBNMPL, Salboni, within Twenty one 21 Days of the date of Notification of Award, a Performance Bank Guarantee from a scheduled commercial bank, as per format issued by the Company, for an amount equivalent to ten percentage (10%) of the total all-inclusive Contract value (period of Contract), for the due performance and fulfilment of the Contract by the Service Provider.

17.2 Without prejudice to the other rights of the Company under this Contract, the proceeds of the Performance Security shall be payable to Company as compensation for any loss

resulting from the Service Provider's failure to complete its obligations under the Contract. Company shall notify the Service Provider in writing of the invocation of its right to receive such compensation, indicating the Contractual obligation(s) for which the Service Provider is in default.

- 17.3** The performance bank guarantee shall be denominated in the currency of the Contract (Indian Rupee Only) and shall be by Bank guarantee or Cheque form acceptable to Company. **In case of Bank Guarantee the validity shall be 60 days over and above contract period, with claim period extended to another 30 days.**

- 17.4** The performance bank guarantee will be valid till the end of the Contract Period with claim period of three months from the end of Contract Period.

18. Force Majeure

- 18.1** The Service Provider shall not be liable to the Company if, and to the extent, that the undertaking or performance or of any of its activities, duties, obligations or functions under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the Service Provider's reasonable control, including without limitation, war, acts of war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God or of public enemy or other epidemics, fire, flood, obstruction of navigation by ice of Port of dispatch, acts of Government of India in their sovereign capacity. However, this does not include Service Provider's default or negligence or carelessness or failure to assess the reasonable consequences of an act on the part of the Service Provider, resulting in such a situation.

- 18.2** Force Majeure shall also apply to the Company.

- 18.3** The Service Provider, claiming an event of force majeure, shall promptly notify the Company immediately of such delay or failure in performance, the reason there for, the expected duration thereof, and its anticipated effect and also keep the Company informed of the further developments. The Service Provider shall use its best efforts to remedy such a cause of non-performance. Unless otherwise directed by the Company in writing, the Service Provider affected by force majeure shall continue to perform the obligations under this Agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof. Provided further, that if the Company can make reasonable arrangements for safety and access, the Service Provider or his representatives are required to cooperate with the Company, failing such cooperation the protection of above clause will not be available. As soon as the cause of force majeure has been removed, the Service Provider shall notify the Company in writing and resume the affected activity without delay. The period of suspension of work shall also be excluded while computing the validity period of this Agreement of **10 years**.

- 18.4** If the Force Majeure event continues beyond a period of ninety (90) Days, such that the continuance of the Agreement in its present form is to the prejudice of both or any one of the Parties, the Parties shall together, review whether this Agreement between them shall continue, be modified or be mutually terminated Day forthwith. If a Party who is prejudiced as above requests for a reasonable modification of this Agreement, such reasonable modification shall not be unreasonably denied by the other Party.

- 19. Headings:** The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the Agreement.

20. Both parties hereby agree that: Except as may be expressly permitted by this Agreement, neither party shall use or publicize each other's name, trademark, service mark or logo in connection with the Services, without the prior written consent of the other party. Such written consent may be subject to certain conditions which shall be imposed as per the discretion of the consenting party.
21. **Statutory and Regulatory Requirements:** In the execution of this Agreement, the Service Provider must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to Government of India, State governments, local administration bodies and municipal corporations, Central Vigilance Commission, and, judicial courts in India. In the event of any failure or omission to do so, the Service Provider shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/ officers/ staff/ personnel/ representatives/ Agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.
22. **Publicity:** Any publicity by the Service Provider in which the name of the Company is to be used should be done only with the explicit written permission of the Company. Photography is prohibited within the Company's premises and the Service Provider and his representatives may not do so without prior written permission.
23. **Information ownership:** All information processed, stored in, or transmitted by the Service Provider's equipment (installed at site) shall belong to the Company. By having the responsibility to maintain the equipment, the Service Provider does not acquire implicit access rights to the information or rights to redistribute the information. The Service Provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.
24. **Sensitive Information**
- 24.1 Any information considered sensitive must be protected by Service Provider from unauthorized disclosure, modification or access.
- 24.2 Types of sensitive information that will be found on Company systems (that includes but not limited to Technical information on machines, processes, data etc.), which the Service Provider may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, security, pending cases, civil and criminal investigations, etc.
25. **Privacy and security safeguards**
- 25.1 The Service Provider shall not publish or disclose in any manner, without the Company's prior written consent, the details of any privacy and security safeguards designed, developed, or implemented by the Service Provider or existing at BRBNMPL, Salboni. The Service Provider will have to develop procedures and implementation plans to ensure that IP CCTV system resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application Software. The Service Provider will have to also ensure that all Sub-Contractors who are involved in providing such privacy and security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any privacy and security safeguards designed, developed, or implemented by the Service Provider or existing at Company location.
26. **Guarantees** Service Provider hereby guarantees that the Software/ Hardware and allied components used to service the Company are licensed and legally approved etc. All Software must

be supplied with their original and complete printed documentation.

27. Resolution of Disputes

- 27.1 The Company and Service Provider will have to make every effort to resolve amicably, by direct informal negotiation between the respective Project managers of the Company and Service Provider, any disagreement or dispute arising between them under or in connection with the Agreement.
- 27.2 If the Company Project manager and Service Provider Project manager are unable to resolve the dispute after thirty Days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Company respectively.
- 27.3 If after thirty Days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Company, the Company and the Service Provider have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- 27.4 The Service Provider must carry out all activities related to the Contract during the formal arbitration proceedings unless otherwise directed in writing by the Company unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in this Contract, no payment due or payable by the Company, to the Service Provider shall be withheld on account of the on-going arbitration proceedings, unless a dispute or one of the dispute that is to be resolved by the said arbitration proceedings is directly related to such payment due or payable by the Company.
- 27.5 All questions, claims, disputes or differences arising under and out of, or in connection with the Agreement or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with the Company and the Service Provider being entitled to appoint one arbitrator each. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The award of the arbitrator tribunal shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata, West Bengal.
- 27.6 If a notice has to be sent to either of the parties following the signing of the Agreement, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on
- 27.6.1 The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- 27.6.2 The expiry of five Days after posting if sent by registered post with A.D., or
- 27.6.3 The business date of receipt, if sent by courier.
- 27.7 This Agreement shall be governed and construed in accordance with the laws of India. Notwithstanding anything contained in **Clause 27.5** above, the courts of Kolkata, West Bengal alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

- 27.8 Notwithstanding the above, the Company shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

28.Exit option and Contract re-negotiation

- 28.1 In addition to the cancellation of the Agreement, and any other remedy or right provided for under the Contract and in law, the Company reserves the right to appropriate the damages partly or fully through encashment of the Performance Guarantee given by Service Provider.
- 28.2 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Service Provider will be expected to continue the services and the Company will continue to pay for all products and services that are accepted by it. The Company shall have the sole and absolute discretion to decide whether proper transition mechanism has been complied with.
- 28.3 The Company and Service Provider shall together prepare the Transition Plan. However, the Company shall have the sole decision to ascertain whether such Plan has been complied with.
- 28.4 Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Service Provider to the Company or its designee to ensure smooth handover and transitioning of deliverables, required to be otherwise performed by the Service Provider.

- 29.**Corrupt and fraudulent practice** Service Provider shall comply with the requisite requirements under the directives issued by the Central Vigilance Commission from time to time and observe highest standards of ethics and co-operate with the Company in achieving the same.

- 30.**Violation of terms** The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or for enforcing the performance of the covenants, obligations and representations contained in this document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs, right for damages and penalty as provided for in this Agreement.

31.Specific Representations of the Service Provider

- 31.1 The Service Provider represents to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this Agreement. The Service Provider represents that all Software or Hardware to be supplied/ provided in terms of this Agreement shall meet the proposed solution requirements.
- 31.2 All terms and conditions, payments schedules, time frame for implementation, expected Service Levels as per this Agreement will remain unchanged unless explicitly communicated by the Company in writing to the Service Provider. The Company Shall not be responsible for any judgments made by the Service Provider with respect to any aspect of the Project. The Service Provider shall at no point be entitled to excuse themselves from any claims by the Company whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected Service Levels, time frame for implementation etc. as mentioned in this Agreement.
- 31.3 The Service Provider covenants and represents with the Company as follows:

- 31.3.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which it is incorporated;
- 31.3.2 It has the corporate power and authority to enter into Agreements and perform its obligations herein. The execution, delivery and performance of terms and conditions under Agreements by it and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on its part is necessary to authorize the execution, delivery and performance under this Agreement;
- 31.3.3 The execution, delivery and performance under this Agreement by the Service Provider; (A) will not violate or contravene any provision of its documents of incorporation; (B) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound; (C) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; (D) to the best of its knowledge, after reasonable investigation, the Company represents that no representation or warranty by it in this Agreement, and no document furnished or to be furnished to the Company, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which the statements were made, not misleading. The Company further represents that there have been no events or transactions, or facts or information which have come to, or upon reasonable diligence, should have come to its attention and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 32.**Stamp Duty** The stamp duty on this Agreement, as applicable, shall be borne and paid solely by the Service Provider. The Service Provider further indemnifies and keeps indemnified the Company and their directors and employees from all claims, actions, losses and damages suffered by the Company on account of the Service Provider not paying adequate stamp duty on this Agreement and/ or any demand of deficit stamp duty, interest thereon or penalty levied by the concerned authorities upon the Company. Additionally, in the event of any demand for payment of stamp duty on this Agreement, by any governmental agency or any person having authority under law to so demand, then the Service Provider shall promptly pay such stamp duty along with any fines, penalties or levies imposed by such governmental agency or such person and shall keep the Company indemnified against any such claims and demands.
- 33.**Entire Agreement** This Agreement together with the Service Provider Response constitutes the entire understanding between the Parties with respect to the subject matter hereof. If there is a conflict between the terms of this Agreement and other the other provisions of the Contract, the terms of this Agreement shall prevail; however, if there is a provision, obligation or a condition which is not included hereunder, such provision, obligation or condition shall be deemed to be incorporated in this Agreement to the extent that such provision obligation or condition is consistent herewith.
- 34.**Survival:** Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

Section – III: Fee and Payments Terms**1. Payment terms during Warranty / CAMC:**

- a) The contract price includes Warranty cost hence no separate payment during warranty period shall be made.
- b) The Contract Price shall be fixed; firm and binding not subject to any escalation whatsoever on any account till the completion of the CAMC period. However, any revision in GST or applicable taxes will be paid at prevailing rates, subject to submission of documentary proof thereof. .

Overall Cost Outlay

- a. The Company agrees to pay to the Service Provider, on the terms as agreed by the Company, the said amount as set forth in **Schedule-III** written hereunder and annexed hereto, upon receipt of invoices from the Service Provider, on completion of agreed services.
- b. The costs are fixed for the entire Contract Period and the Company reserves the right to renew / review the Contract with the Service Provider on an annual basis. No price variation is allowed.
- c. The fees payable by the Company to the Service Provider shall be inclusive of all costs such as tax, insurance, levies, cess, transportation, installation, (collectively referred to as “Taxes”) that may be levied, imposed, charged or incurred and the Company shall pay the fees due under this Agreement after deducting any tax deductible at source (“TDS”), as applicable.
- d. In case of any variation (upward or down ward) in Government levies/ taxes/ cess/ excise/ service tax / custom duty etc. that have been included as part of the price, such additional cost will not be borne by the Service Provider and the Company will be liable for the same entirely. Variation would also include the introduction of any new tax/ cess/ excise, etc.
- e. Terms of payment indicated in this Contract will be final and binding on the Service Provider and no interest will be payable by Company on outstanding amounts under any circumstances.
- f. It is agreed between the Parties that the Company shall not be responsible for any omission / exclusions made by the Service Provider either in terms of prices, quantities, line items etc. for performing the work under the scope and objective of the Contract, including Service Level Agreement as defined in **Schedule-II**. The Company will not bear any additional cost for the Service Provider's omission / exclusions in their proposal. Additionally, the Company shall not be responsible for any assumptions made by the Service Provider other than as agreed in this Agreement. In no event will the Company bear any additional cost for assumptions made by the Service Provider other than as agreed in this Agreement.
- g. The Service Provider may suggest upgrading installed Hardware and Software or Third Party Software at the Company, for increased performance level, wherever necessary. The Company upon examination may accept to upgrade such components and such upgrade costs would be entirely borne by the Company.
- h. The Company retains the right to amend the Service Level Agreement as provided for in **Schedule-II** of this Agreement during the Contract Period on mutually agreeable terms and conditions. This Agreement would then refer to the revised SLA wherever applicable.

c) Payment Terms

- a. The Contractor shall submit the bills / invoices on a quarterly basis for the work done during the particular quarter, addressed to the Senior General Manager, Salboni. License fee renewals, back-to-back OEM support proof shall be presented with 1st quarter bill or on demand. Such bill, being verified, scrutinized and accepted, shall be paid by the respective BRBNMPL offices, after deducting liquidated damages, if any, as provided in this contract.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- b. Charges for all the services shall be payable as per **Schedule-III** in the agreement for the various types of severity levels S1, S2 and S3 after adjusting for liquidated damages calculated as per the methodology adopted herein under.
- c. Any objection / dispute to the amounts invoiced in the bill shall be raised by the Company within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Company will make payment within thirty (30) working Days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Contract Period are inclusive of Contract value and the Service Provider shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc., other than the "Agreed Contract value".
- d. All such fees and payments required to be made by the Company under this Agreement shall be made in Indian Rupees. Payments shall be deemed to have been received by the Service Provider when the funds in respect of such payments are made available by way of direct credit (RTGS or other e-payment modes) to Company account(s) of the Service Provider as may be specified by it to the Company. Cheque, demand draft or such other mode of payment mutually acceptable may be resorted to in case of exigencies to be decided by the Company.

Section – IV: Limitation of Liability

1. Contractor's liability for damages under this Contract shall be limited to the total value of contract except for property loss suffered by the Company due to negligence attributable on the part of Contractor, their agents or their employees.
2. The Service Provider is liable in case of claims against the Company resulting from Wilful Misconduct or Gross Negligence of the Service Provider, its employees or Sub-Contractors or from infringement of any third party patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations. The Company shall inform the Service Provider of all known breaches and claims of indemnification and the Service Provider shall be required, at the Service Provider's expense to remedy the breaches or defend, manage, negotiate or settle such claims. The written demand by the Company as to the loss/ damages mentioned above shall be based on the actual amount of such loss/ damages caused to the Company including but not limited to all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs.
3. The Service Provider will defend or settle any claim for IPR infringement, indemnity or any claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees or Sub-Contractors.
4. Third Party(s) in the above clause are the parties excluding the Sub-Contractors of the Service Provider in this Agreement.

Section – V: Confidentiality

1. Except as otherwise expressly provided in this Agreement, no party receiving Confidential Information, as defined below, in connection with the provision of the Services stated in this Agreement shall disclose such Confidential Information to a third party or use it for any purpose other than in connection with this Contract.

'Confidential Information' means all information in which a party has rights that is not generally known to the public and that under all circumstances should reasonably be treated as confidential or proprietary, in case where such material is specifically marked as confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, at the time of its disclosure, or thereafter becomes, part of the public domain through a source

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

other than the receiving party; (ii) is independently developed by the receiving party without reference to the Confidential Information; or (iii) is subsequently learned from a third party not known by the receiving party to be subject to an obligation of confidentiality with respect to the information disclosed. The confidentiality clause shall survive the termination of the Agreement and will continue in full force and effect forever.

2.Exceptions: Nothing in this Agreement shall limit the right of a party in possession of the Confidential Information of the other to disclose such Confidential Information, and such party shall have no liability for such disclosure, if such disclosure is: (i) required to be disclosed pursuant to law, regulation, statutory obligation, government authority, duly authorized court order whereupon the disclosing party, where reasonably possible, will provide notice to the other party prior to such disclosure; (ii) required to be disclosed to a court or other tribunal in connection with the enforcement of such party's rights under this Agreement; or (iii) is approved for disclosure by the prior written consent of the other party

3.Conflict of Interest: Subject to confidentiality restrictions set forth herein, the Service Provider and its affiliates shall have the right to render similar services to any third parties, even if such parties are in competition with the Company, provided that in the event the Company has given the Service Provider prior notice of a potential conflict, the Service Provider shall either obtain a waiver from the Company or in the absence of such waiver (which should not be unreasonably withheld or delayed), refrain from rendering similar services in a manner which would create a conflict with respect to such circumstances.

4.Company Property: All data or information supplied by the Company to the Service Provider in connection with the services being provided by Service Provider ('the Services and Software ') shall remain the property of the Company or its licensors. All deliverables to the extent prepared by Service Provider hereunder for delivery to the Company ('the Deliverables') shall be the property of the Company and the Service Provider shall grant to the Company a worldwide, non-exclusive, fully paid, royalty-free license to perpetually use, display, execute, reproduce, and distribute copies of the Deliverables for its internal use only, to the extent necessary for the intended use of the Deliverables. Except as otherwise provided herein above, if the Service Provider discloses any data or information to any unauthorized party the Service Provider agrees to indemnify and hold harmless the Company against all claims causes of action, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) resulting from such disclosure.

5.In maintaining confidentiality hereunder the Service Provider receiving the Confidential Information and materials warrants that it shall:

5.1.Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own Confidential Information and such degree of care shall be at least that which is reasonably expected from a prudent person.

5.2.Keep the Confidential Information and materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

5.3.Limit access to such Confidential Information and materials to those of its directors, partners, advisers, Agents or employees of the Service Provider or third party Service Providers with whom the Service Provider has formed a Consortium with for this Project, who are directly involved in the consideration/evaluation/implementation of the Confidential Information and bind each of its directors, partners, advisers, Agents or employees so involved to protect the Confidential Information and materials; and

5.4.Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

Confidential Information, promptly inform the Company of such disclosure in writing and immediately return to the Company all such Information and materials, in whatsoever form, including any and all copies thereof.

5.5. The Service Provider shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information mentioned in this Agreement are fully adhered to.

6. The Service Provider shall, on receipt of a written demand from the Company or upon the completion of Agreement,

6.1. Immediately return all written or electronic Confidential Information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Service Provider's possession or under its custody and control;

6.2. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Company;

6.3. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Company or its Projects from any computer, server or other device in its possession or under its custody and control; and

6.4. Notwithstanding anything contrary contained in this Agreement the Service Provider may retain such documents/working papers related to the Project (that may contain Confidential Information) which is necessary to support any advice, report or opinion that it may provide pursuant to this Agreement, on getting prior approval of the Company.

7. The restrictions in the preceding sections shall not apply to:

7.1. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Service Provider contrary to the terms of this Agreement); or

7.2. Any disclosure required by law or by any court of competent jurisdiction, or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Service Provider shall promptly notify the Company of such requirement with a view to providing the Company an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

Section – VI: Term and Termination

1. These terms are valid for the Contract Period and from the date of execution of this Agreement and unless otherwise provided in the Agreement herein or by subsequent mutually agreed changes, this Agreement will be in force until the Period of Contract is completed.

2. **Termination by Notice:** The Company may terminate this Agreement by providing fifteen (15) Days written notice to the Service Provider in the event the Service Provider commits a material breach of the terms or conditions as defined in **Schedule-I** of this Agreement and/or fails to honour, observe, perform or undertake any of its obligations under this Agreement and such breach or failure continues for thirty (30) Days after receipt of a written notice from the Company. The Company may also terminate the Agreement by providing forty five (45) Days written notice if the amount of aggregate calculated penalties / Liquidated Damages reaches 10% of the Total Contract value.

3. Service Provider will be entitled to terminate the Agreement if the Company materially breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) working Days after Service Provider gives written notice.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

4. Neither the Service Provider nor the Company can terminate this Agreement for convenience. Provided however that this Agreement shall be deemed to have been terminated by either the Company or the Service Provider one Day prior to the happening of the following events or defaults with respect to the Company or the Service Provider:

- 4.1. the other party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- 4.2. a liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other party and such appointment continues for a period of 21 Days;
- 4.3. the other party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other party; or
- 4.4. The other party becomes the subject of a court order or an order of the National Company Law Tribunal as the case may be for its winding up.

Section – VII: Documents forming part of this Agreement

The following documents forms part of this Agreement.

1. Tender No. BNM No.: / (S) 07.07.04/2023-24 dated XX /XX/ 2024
2. Service Provider's Responses in connection with the above tender.
3. Service Provider's Back-to-Back agreements with Original Equipment Manufacturers (OEMs).
4. WO issued by BRBNMPL vide BNM No.XX/XXXXXX/2023-24 dated XX/XX/2024.
5. Contract Agreement : No. XX/XXXXXX/2023-24 dated XX/XX/2024
6. Bank Guarantee for Performance Security [as per **Section-XV** of the tender]
7. Any subsequent amendments issued in respect of this contract.

Schedule – I: Scope of Work**A) Description of services provided**

Warranty Support and Comprehensive Annual Maintenance Contact (CAMC) for IP CCTV System for Plant and Township at BRBNMPL, Salboni

B) Scope of Work: The scope of work includes

- 1 Periodic / preventive maintenance as per schedule-III approved by BRBNMPL.
- 2 Attending to minor and major breakdowns.
- 3 Attending to all software (OS & Application) related problems.
- 4 Up-gradation of any software to maintain the system operational.
- 5 Completion of backup video recordings in NAS storage shall be monitored.
- 6 Periodic reporting of equipment status to BRBNMPL.
- 7 Periodic cleaning of all cameras, servers, field switches, client stations, display monitors and other accessories or as and when required.
- 8 All necessary tools and tackles, instruments, labour etc. are to be arranged by the contractor at their own cost and risk.
- 9 Addition of new cameras and integration in IP CCTV system as and when required
- 10 Any other works as per the instruction of BRBNMPL Officer in- charge for smooth operation of CCTV security surveillance system.
- 11 As per the SLA mentioned bidder shall have back to back service agreement with the OEM for – Servers, Switches, NAS storage, application software and operating software support during warranty and CAMC period.

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

- 12 The existing hardware/software/OFC at BRBNMPL, if used for the new IP based CCTV system if so.
- 13 **If during contract period of 8 years if the hardware/software out of support or not available equivalent or better software/hardware needs to be provided by the service provider to ensure the system functions as per requirements in tender.**

The Contractor shall provide the following services during the subsistence of the contract. It is to be noted that this is not an exhaustive list, but only an indicative one. Should any eventuality arise, even beyond the scenarios listed above, it is contingent on the Service Provider to support the Company in resolving the situation satisfactorily as part of standard service management responsibility

1. Comprehensive Maintenance and Support

- 1.1. The Comprehensive Maintenance Contract part of this agreement covers comprehensively all the services that are to be provided effectively to manage the IP CCTV System at BRBNMPL, Salboni as per **Schedule-III** of this agreement.
- 1.2. The Contractor shall rectify any defects, faults and failures in the equipment shall repair and replace any worn out defective parts of the equipment and configure with no additional cost to the Company. Also the Contractor shall re-install and configure all required software components and bring it back to the original working condition.
- 1.3. All the components of the equipment, excluding consumables, batteries and non-functional parts such as plastic casings and covers, shall be covered under this agreement. The Contractor shall submit list items / parts considered as consumables and non-functional parts of the IP CCTV system infrastructure covered under this agreement for our examination and acceptance. Such mutually agreed list will be referred in case of any dispute arising out on the functional parts of the equipment.
- 1.4. For the items covered under Software Warranty and COMPREHENSIVE MAINTENANCE CONTRACT, the Contractor is responsible for any installation, configuration, applying patches/upgrades, troubleshooting. Passive network components such as patch cords, information outlets and surge protectors, connectors are also covered under Warranty period / COMPREHENSIVE MAINTENANCE CONTRACT.
- 1.5. The items supplied and existing items (OFC backbone/ Switches/ servers) used for IP CCTV system shall be included during warranty with third party vendor as well as during CAMC under this CONTRACT.
- 1.6. The Contractor shall monitor and inform CCTV in-charge Officer before expiration on necessary certificate/document for Support Contract of Hardware and Software components like Server, Backup software etc., from respective OEM (Original Equipment Manufacturer) and initiate action to provide same during currency of contract free of cost (The bidder shall consider such costs).
- 1.7. During the contract period, in case of any failure of redundant component of Servers, Network devices etc., which does not necessarily immobilize the equipment/output and the equipment continuing under working condition, the defective component shall be rectified by the Contractor within a maximum period of 10 working days from the date of failure. Failure to do so will attract the liquidated damages as per table-02 & 03 hereinafter provided in the agreement.
- 1.8. During the period of contract, any stand-by provided by the Contractor shall be replaced

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

with the original/new spare/equivalent configuration acceptable to the Company within a period of 30 days. Failure to do so will attract the liquidated damages as per table-02 & 03 hereinafter provided in the agreement.

- 1.9. During the contract period, any downtime required for our Servers, Operating Systems & Applications, Network components etc., for the purpose of troubleshooting shall be informed in advance and prior permission taken from the Company.
- 1.10. During the contract period, if the Contractor is unable to repair or replace the defective parts / spares of any items covered under Warranty / defect liability period and COMPREHENSIVE MAINTENANCE CONTRACT due to reasons like obsolete spares, obsolete model etc., the Contractor has to replace the relevant item with a branded equivalent or higher model acceptable to the Company.
- 1.11. The Contractor should provide support for the Hardware/software supported by appropriate back-to-back agreement. In case of any emergency requirement of spares outside service window of OEM for hardware/software, the Contractor should take up the issue to procure and replace the same.
- 1.12. If BRBNMPL at any time requires the Service Provider to do any work beyond that provided as per this agreement, the contractor will undertake to do such additional work on mutual agreement terms between the contractor and BRBNMPL at extra cost.
- 1.13. Any major additions in the service deliverables due to any increase in the IP CCTV infrastructure, as a part of the expansion / up-gradation plan will be discussed in the future and **can be incorporated on tender terms within 3 years and on mutually agreeable terms after 3 years.**
- 1.14. The Service Provider shall maintain minimum onsite inventory / spares as per **Schedule-IV**
- 1.15. The Service Provider should arrange their own tools and tackels, cleaning solution, consumables etc. required for troubleshooting server, Storage, and other Hardware items.
- 1.16. The following is a list of potential emergency scenarios that the Service Provider will have to factor into the Services Catalogue:
 - 1.16.1. Network outage and bringing it back up for impacted areas
 - 1.16.2. Application interface failure resulting in users not being able to link to application
 - 1.16.3. Application shut-down due to either application level or infrastructure layer failure
 - 1.16.4. Backup recovery issue resulting in inability to recover
 - 1.16.5. Failure or inability of Company to support part / total view and recording of CCTV footage.
 - 1.16.6. Lack of technical apparatus at site to handle a particular exigency requirement
 - 1.16.7. Systems suddenly running beyond optimal levels and close to peak loads due to a Hardware or Software glitch, or un-planned increase in network traffic
 - 1.16.8. Cyber-attack on IP CCTV infrastructure, leading to Company having to take precautionary surveillance measures
 - 1.16.9. Any additional short-term operational requirements that might come up resulting in demand for more Service Provider resources
- 1.17. The Service Provider shall communicate to the Company for resolution of any problems in achieving the required Service Levels, where such problems are the result of actions or inactions of third-party suppliers selected by the Company.

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024****Escalation Matrix**

Level – 1	100% of the Resolution time	Escalate to Project Manager of Service Provider and CCTV in-charge Officer/ AGM of BRBNMPL, Salboni
Level– 2	200% of the Resolution time	Escalate to Regional Manager of Service Provider and Deputy General Manager of BRBNMPL, Salboni
Level – 3	300% of the Resolution time	Escalate to Business Head of the Service Provider and General Manager of BRBNMPL, Salboni

1.18. The Service Provider shall communicate to the Company for resolution of any problems in achieving the required Service Levels, where such problems are the result of actions or inactions of third party suppliers selected by the Company.

Sl. No.	Components of Support Personal	Nos
1	Resident Engineer / System Administrator (Category- High Skilled)	1
2	Senior Technician (Category High Skilled)	1
3	Technicians for attending day to day cameras, switches, cables, (Category – Skilled)	4

1.19. It is the responsibility of the contractor / resident engineer at site in each shift to generate / print the quarterly SLA report from the helpdesk tool / software and handover to the CCTV in-charge.

1.20. The CCTV in-charge officer after checking, scrutinizing the report will recommend for payment against the invoice / bill submitted, after deducting liquidated damages if any, as per the SLA commitments

2. Facility Management Services

The Contractor shall provide Facility Management Services which includes skill support like installation, configuration and troubleshooting for all CCTV infrastructure of BRBNMPL, Salboni. Also, the Contractor should provide first level skill support and all Facility Management services for items covered under warranty/Maintenance Contract with other vendors or for computer items supplied or used from existing system by the bidder. The services to be provided by the contractor are as listed hereinafter.

2.1. Help Desk Services

2.1.1. The Service Provider shall provide help desk management as enumerated below during business hours to manage, track and route requests for service to various technical teams and to assist end users and other relevant personnel in answering questions and resolving problems related desktop systems.

- 2.1.1.1. Log user calls and give them a trouble ticket
- 2.1.1.2. Assign severity level to each call;
- 2.1.1.3. Track each call to resolution;
- 2.1.1.4. Escalate the calls, to the CCTV in charge officer if necessary;
- 2.1.1.5. Record, cause and action taken on each call;
- 2.1.1.6. Generate call reports using Help Desk Tool deployed by the Contractor in PDF format.
- 2.1.1.7. Analyze the call statistics;

- 2.1.1.8. Calculation of downtime and liquidated damages as per SLA requirement using help desk tool to be deployed.
- 2.1.1.9. Record preventive maintenance calls in the tool;
- 2.1.2. The Contractor shall provide the required Help Desk tool for tracking, log report analysis and call escalation including helpdesk software to meet the requirement of the Company.
- 2.1.3. Regarding the Help Desk tool to be provided by the Contractor, it is the responsibility of the Contractor to ensure that the tool fulfills the requirement of the Company for call logging, call monitoring, calculation of uptime/downtime and generation MIS reports as per the requirements of this agreement.
- 2.1.4. The Contractor shall take back their Helpdesk tool infrastructure after completion of the contract period. The Contractor shall maintain the Helpdesk infrastructure (Hardware and software) at his own cost.
- 2.1.5. The BRBNMPL users should be able to log calls online through the web based Help desk tool from the desktop PCs in Control room or utility office. Provision for logging calls through telephone and email should also be provided.
- 2.1.6. For any downtime / non-availability of Help Desk Tool during the service window the liquidated damages shall be calculated as follows.
- 2.1.7. However, during downtime, the Contractor has to submit required manually generated reports to the Company and enter all the calls in the helpdesk tool once it is operational.
- 2.1.8. The call logged through help desk tool shall be considered as closed only after putting back the device into original working condition.
- 2.1.9. The helpdesk tool / software system should generate quarterly consolidated report reflecting the Total call duration, uptime, downtime, resolution time, system availability etc., for each device to facilitate calculation of liquidated damages, if any as per the agreement.
- 2.1.10. Within two weeks from the date of commencement of this contract, the Contractor has to successfully deploy the 'Help Desk' Tool as per the requirements of this agreement.
- 2.1.11. The service provider should customize the reports as per the requirement of BRBNMPL in this regard.
- 2.1.12. The tools and the associated environment required for meeting comprehensively the scope of the tender with specific reference to meet the uptime guarantee and SLA parameters will be the responsibility of the Service Provider.
- 2.1.13. Help desk tool may be installed by the Service Provider centrally with desktop support team maintaining the software at Salboni during working hours of the Company.
- 2.1.14. The Service Provider should have the facility to capture details of all help desk calls logged by the users and the action taken on the same. This should also include calls redirected to non-Service Provider support.
- 2.1.15. The Company shall provide the space required by the Service Provider for setting up the help desk tool. The Service Provider shall be responsible for procurement and installation of all Hardware, Software and applications required for the operation of the help desk tool as described above.
- 2.2. Vendor Management Services- Servers, NAS storage, hardware and Softwares**
- 2.2.1. During systems covered under warranty, the bidder shall have back to back vendor support agreement to fulfill the SLA requirements of BRBNMPL and the service engineers shall escalate the service call to the concerned vendor and take up necessary follow up activities for the same and also intimate the CCTV officials regarding the call details.
- 2.2.2. Maintaining database of the various Service Providers with details like contact person,

telephone no, escalation matrix, response time and resolution time commitments.

2.2.3. Logging calls with Service Providers.

2.2.4. Coordinating with the Service Providers to get the problems resolved.

2.2.5. Resolving problems, if required.

2.2.6. Coordinating with Service Providers to ensure that the calls logged on them are resolved within the times stipulated.

2.3. Network, Server, Storage, software Management Services

2.3.1. Identifying network/Server/switch/storage/software faults and getting them resolved.

2.3.2. It is the responsibility of the Contractor to resolve any network/Server/switch/storage/software related problem if the on-site engineers could not resolve the problem and require a specialist help / high end support services in resolving the problem.

2.3.3. Configuration management of the network devices (router, switches, Firewall etc.).

2.3.4. Updating the documentation of the LAN/WAN setup when changes are made.

Performance monitoring and analysis of the network – Parameters like utilization, errors etc. using the Network Management Software .

2.4. Backup Management Services- Servers/storage/switches- Image, OS and configuration as applicable

2.4.1. Proactive monitoring of mission critical servers, verifying the log file for server errors, failure analyses with respect to servers and other accessories.

2.4.2. Resolving server problems, like system hang, disk crashes, O.S upgrades and patches on regular basis whenever required.

2.4.3. Monitoring CPU utilization, disk space usage etc. vis-à-vis thresholds

2.4.4. Performing quarterly once, system performance tuning – changing the system configuration.

2.4.5. Performing once a month security audit and scanning of all the servers.

2.4.6. Escalating unresolved problems to the Principal / Project Manager of the Contractor for ensuring resolution.

2.4.7. Perform backup operations as per the defined backup strategy.

2.4.8. Maintain log sheets of backups taken.

2.4.9. Using the server management tools provided by the Company or native tools of the server, reports shall be generated within the overall capabilities of the tools used for monitoring.

2.4.10. The contractor shall provide all the services to the satisfaction of the company. In case any of the services including reports etc., rendered by him requires modification/rectification by the company, carry out the required modifications as per the requirement of the company. Failure to do so within the reasonable time shall amount to breach on his part and the company shall be free to initiate action as per the terms of this contract.

2.4.11. It is the responsibility of the service provider to resolve any Server, OS or Backup related problem if the on-site engineers could not resolve the problem and require a specialist help / high end support services in resolving the problem.

2.4.12. The Service Provider shall provide back-up procedure and rotation policy as per BRBNMPL, IT policy.

2.4.13. The restoration procedure and bench activities shall be clearly laid down into a systematic procedure and flow charts.

2.4.14. The backup, bench testing of restorations for OS, configurations shall be carried out periodically as approved of BRBNMPL Officer incharge.

2.4.15. Restoration has to be carried out in a pre-approved restoration plan.

Deployment of Personnel

- 3.1 During the term of this Agreement, the substitution of key staff identified for the assignment hereunder by the Service Provider will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation of the Service Provider under this Contract. In such circumstances, the Service Provider can do so only with the concurrence of the Company by providing other staff of same level of qualifications and expertise. However, upon changing such personnel, the Contractor shall give sufficient notice to the Company in this regard before replacing such a team member.
- 3.2 If the Company is not satisfied with the substitution, the Service Provider and Company shall mutually discuss and arrive at an amicable plan for substitution. However, the Company reserves the right to insist that the Service Provider, replace any team member with another (with the qualifications and expertise as required by the Company) during the course of the Project.
- 3.3 The Contractor should deploy competent & qualified personnel for executing the contract. The personnel provided for executing the assignment should be qualified as per the requirement mentioned in this agreement. The Contractor should assign a qualified Project Manager for executing this contract and to lead the team and should be accessible at all times.
- 3.4 The Contractor should deploy the required manpower resources at the Company sites to carry out the required job and such personnel should be regular employee of the Contractor. The Contractor shall not sub-contract the contract to any organization, person, firm or its franchisee without the prior approval of the Company. If, at any time, it comes to the notice of the Company that such sub-letting has been done, the Company, at its discretion, may terminate the contract without referring the matter further to the Contractor. The Company will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Contractor or through other means.
- 3.5 The Contractor should deploy number of experienced and technical personnel as Resident Engineer/ System Administrator and Technicians at respective sites as required by the Company. Company will not be responsible for any expenses on any such employment of technical personnel or any other facilities for the above said personnel. The details of such assigned persons shall be informed to the Company in writing along with the police verification certificate. Such persons should suit the high security environment of the Company and should be persons of good conduct and character. This is also applicable for persons deputed on exigency / need basis.
- 3.6 Resident Engineer/ System Administrator and Technicians are dedicated personnel for salboni site, responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, NAS Storage, Servers, Active Network equipment such as L2,L3 Switches, Routers, should also be qualified enough to do first level diagnosis and troubleshooting the problems relating to standard software such as OS, Video Management Software, NVR software etc., should have formal training and experience of managing and troubleshooting the problems and backup / restoration using various tools, etc., should have a minimum of 3 years' experience in providing onsite technical support.
- 3.7 The Company is at liberty to interview, such personnel to verify the skills and capabilities of the persons to be deployed at the respective offices.
- 3.8 The contractor shall post the Resident Engineer/ System Administrator and Technicians to attend the execution of assignment after due verification of the antecedents of such personnel

and shall provide certified introductory letters with photographs for the Resident Engineer/ System Administrator and Technicians deployed at BRBNMPL and this shall be addressed to the General Manager, BRBNMPL, Salboni.

- 3.9 The Resident Engineer/ System Administrator and Technicians should be made available within the premises of the BRBNMPL, Salboni as per the Service Window. The Resident Engineer/ System Administrator and Technicians will report to the Utility officer in-charge for CCTV.
- 3.10 The vendor and the Resident Engineer/ System Administrator and Technicians should strictly follow the security norms, rules and regulations and other instructions inside the press and township premises at Salboni.
- 3.11 The Contractor shall provide mobile phones to the System Administrator /resident engineers at their own cost, for communication at the Company's location (outside the Press). Mobile phones shall not be allowed inside the Press.
- 3.12 All such Resident Engineer/ System Administrator and Technicians shall manage for themselves, shifting and installing of equipment covered under the Warranty AND CAMC and other allied activities.
- 3.13 **Contractor shall take care of insurance coverage for its workmen/ Resident Engineer/ System Administrator and Technicians during the contract period in the Company. The workmen/ engineers or their legal heirs shall not be entitled to any claim from the Company under any circumstances.**
- 3.14 If the Company desires replacement for any of the personnel deployed by the Contractor at any of the sites of the Company for whatsoever reason, it may give the notice of the same to the Contractor and the Contractor shall replace such personnel within two weeks to the satisfaction of the Company. Failure to do so will amount to a breach by the Contractor.
- 3.15 The Contractor has to provide the names of the persons in advance, whom they will be deploying as standby in case the resident engineer proceeding on leave. The Contractor should certify and take responsibility on the character and antecedents of the standby engineers to be deployed for temporary replacement.
- 3.16 Service Provider's personnel shall work closely with BRBNMPL's representatives and abide by directives issued by BRBNMPL that are consistent with the terms of the agreement. Service Provider is responsible for managing the activities of its employees and to ensure that they observe the rules and regulations of the Company while at the Company premises.
- 3.17 Neither the Service Provider nor its personnel shall during the term of this agreement engage in any business or professional activities which would conflict with the activities assigned to them under this agreement.
- 3.18 Nothing contained herein shall be construed or have effect as constituting a relationship of employer and employee or Principal and agent between BRBNMPL and the Service Provider's or any staff of the Service Provider's and the Service Provider will be liable to indemnify and hold harmless BRBNMPL against any such claim.
- 3.19 BRBNMPL shall not be liable to meet any costs arising from the replacement of the Service Provider's personnel who are engaged on the Contract.
- 3.20 The Service Provider are responsible for all acts and omissions of persons engaged by the Service Provider's whether or not in the course of performing the Services and for the health, safety and security of such persons and their property and the Service Provider shall indemnify and hold harmless BRBNMPL in respect of any claim (including legal costs incurred by BRBNMPL in defending such claim) made against BRBNMPL by such persons except where

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF IP CCTV SYSTEM AT
BRBNMPL, SALBONI****T.E. No. 021/SAL/MMD-MAINT/2023-24 dated 17/02/2024**

the loss, damage or claim arises out of the negligence of BRBNMPL or its employees.

3.21 Skill set Minimum requirement of the Administrator.

- 3.21.1 Should have a strong working knowledge IP based CCTV system, NAS Storage, Core Switches and Domain controllers, VMS, NVRs
- 3.21.2 Should have good working experience IP based CCTV System.
- 3.21.3 Should be strong in Coding and Review, have good Problem Solving and Analytical Skills.
- 3.21.4 Should have excellent communication, both written and oral and the ability to network.
- 3.21.5 Ability to successfully handle multiple tasks while under pressure.
- 3.21.6 Sound knowledge of the operating systems and application systems deployed.
- 3.21.7 Installation and configuration of VMS, DC etc.
- 3.21.8 Exposure & working knowledge on NAS area
- 3.21.9 Hardware troubleshooting & reconfiguration. (Software RAID, H/w RAID)
- 3.21.10 Strong knowledge on Clusters, File System and Net backup software is a prerequisite.
- 3.21.11 Work experience in Enterprise Backup technology.
- 3.21.12 Fine-tuning experience in IP CCTV system.
- 3.21.13 Patch installation and updating experience in live environment

4. Provision of services by the company

- 4.1. The following facilities will be provided by the company to the System Administrator and team.
 - 4.1.1. One PC, Shared Network Printer and Seating arrangement.
 - 4.1.2. Accommodation may be provided on chargeable basis (monthly rental, electricity charges etc.) to the Resident Engineer/ System Administrator and Technicians of Contractor within the township of the Company based on the request from the Contractor and subject to availability of quarters. The Resident Engineer shall adhere to the standard terms and conditions as set by the Company towards quarter allotment

5. Security Norms, Rules and Regulations:

- a) BRBNMPL is a security organization and the Govt. of West Bengal has declared the premise as a 'Prohibited Area', hence the contractor has to abide by all the security norms of the BRBNMPL. 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. The details shall be furnished in a specified format whenever called for.
- b) Any employee of the contractor, if found by the BRBNMPL 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 employee.
- c) The contractor has to abide by Non-disclosure clause by not revealing any secured information to any party not related to our CCTV system**

6. Statutory Requirements:

The Vendor shall ensure compliance to all statutory obligations as applicable as per the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other relevant acts/ labour laws prevailing in the country. The Contractor shall be directly responsible to the authorities concerned for compliance of the provisions. The Contractor shall, by periodical substitution / rotation of manpower, indemnify BRBNMPL from any such claims in future or done to breach of any of the statutory requirements. The BRBNMPL, as a Principal employer, shall enforce the provisions of these Acts. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the vendor, BRBNMPL

would have the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

7. Responsibility of the Contractor

7.1. The Contractor shall be responsible for all damage to property and machines, etc., arising out of operations in connection with the agreement. The cost of repairing such damage may be recovered from the said security furnished by the Contractor or by deduction from the Contractor's bill or from any other monies of the Contractor available with the Company or in any other manner. The Contractor shall also indemnify the Company against any loss or damage caused by the negligence on the part of the Contractor and in particular

7.1.1. In case of any damages caused by the Contractor to any of the hardware equipment owned by the Company, the Contractor has to bring it back to working condition by either replacing the required new spares or with brand new equipment to the entire satisfaction of the Company.

7.1.2. In case of any damages caused by the Contractor to any of the software owned by the Company, the Contractor has to bring it back to the original condition by re-installation of software to the entire satisfaction of the Company.

7.2. The Contractor is expected to reply to all queries / complaints that may be raised by the Company from time to time. Evasive attitude by the Contractor would subject the contract being terminated or non-renewal of further contracts with the Contractor

8. Assignment

The Contractor shall not subcontract the whole of the work or a substantial part thereof during warranty and CAMC. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the work without the prior consent of BRBNMPL. 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.

9. Intellectual Property & Confidential Information

The Parties agree that all details, plans, documentation, specifications, schedules, programs, reports and provision of operations pursuant to this Contract (hereinafter referred to as "Proprietary Material") which have been or are hereafter written, originated or made by any of them or any of their respective employees by the persons related to the Contractor in connection with this contract shall be owned by and be the property of the BRBNMPL. The determination of information as Proprietary Materials shall be made at the sole discretion of BRBNMPL.

10. Confidentiality

The Contractor shall cause the persons related to the service contract not to, without the prior written consent of the Authority, at any time, divulge or disclose to any person or use for any purpose unconnected with the operations, proprietary material, Press operations under this contraction. 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 Press or System or any part thereof 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.

11. Default of Contractor

Event of Default

- a) 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 as per SLA terms.
- b) 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.
- c) The BRBNMPL representative certifies to the Authority with a copy to the Contractor that in its opinion the Contractor has repudiated the Contractor.
 - Without reasonable excuse has failed to commence services in accordance with the Contract and pursuant to the Commencement date; or failed to complete the work 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 service 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 BRBNMPL.
- h) The Contractor stops providing the services for one day and the stoppage have 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 BRBNMPL.
- 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 BRBNMPL.

Consequences of Default

- a) If the contractor fails to maintain uptime as mentioned in Schedule-II "Uptime calculations" by the Contractor, BRBNMPL reserves rights 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. BRBNMPL 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 BRBNMPL 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 BRBNMPL exceeds any payment due to the Contractor the difference shall be a debt payable to the BRBNMPL.

- c) If the Contract is terminated because of Contractor's event of default, all materials on the site, plant, equipment and temporary works shall be deemed to be the property of BRBNMPL.

Schedule – II: Service Level Agreement

1. Severity Levels

Division of CCTV components based on criticality:

S1: Servers, Storage, L3 Core switches

S2: L2 Commercial and Industrial grades network switches, redundant servers.

S3: Cameras and field UPS

2. Details of Severity levels

- 2.1. Severe (S1):** Calls that can have severe impact on business affecting IP CCTV system at large, without loss of view and whole IP CCTV system data Loss, falls under this category. E.g. – NAS Storage not available (but data available at NVRs), L3 switch issues (Stand/ by L3 switch must take over), NVR down (But direct recording in NAS and viewing continues) etc.
- 2.2. Essential (S2):** Calls that can have essential impact on the IP CCTV system affecting individual component or service, but do not impact IP CCTV functioning and loss of video data as a whole system, and have partial loss of viewing or recording a particular section/area fall under this category. E.g. – OS/ application functioning, OFC network issues, Redundant Server issues, L2 switch issues, Virus, Hard disk crashes etc.,
- 2.3. Normal (S3):** Calls that do not have much impact on the IP CCTV system as a whole but one or more low level components failure that result in partial loss of recording/ viewing for a specific camera or view fall under this category. E.g. – IP camera issues, L1 switch cat6 cable issues etc.
- 2.4.** The services shall be classified as in **Table-01** below for the purposes of fault rectification, quarterly uptime commitment and levy of damages.
- 2.5.** Downtime will be counted from the time of reporting the maintenance call till the resolution of the problem of Hardware or Software.
- 2.6.** Severity Level of Calls logged will be decided based on the type of item / equipment and its impact on IP CCTV system as defined above. In case of any discrepancies in deciding on Severity Level, Company's decision on Severity Level based on business impact shall be final.
- 2.7.** In order to meet the SLA commitments, it is necessary to ensure that the Contractor have adequate spares on site, at Salboni as per **Schedule-IV**. This contains a list of recommended spares based on the experience of BRBNMPL in the last few years. However, in order to meet the stipulated SLA requirement, the Contractor has to meet those, if additional spares are required on site as well as offsite, it will be the responsibility of the Contractor.
- 2.8.** Liquidated damages shall be recovered on a quarterly basis for failure to maintain the committed uptime. In addition, further damages shall be levied for failure to keep the services in working condition beyond specified hours.
- 2.9.** The quarterly uptime commitment and the damages to be recovered for failure is furnished in **table – 02** and the details of further damages for failing to rectify the mistakes beyond the specified hours is furnished in **table -03**.
- 2.10.** For the purposes of calculation of total committed hours, the working hours known as service

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window will be as per the Table-04 read with Table-05.

- 2.11. The Contractor shall extend their Service window apart from those mentioned in table-04, at the time of any crisis at no additional cost.

TABLE - 01 (Service Classification)

Severity Level	Response Time(time within which the Contractor should Respond)	Resolution Time(Time within which the Contractor should bring the service back to normal working condition)	Quarterly Uptime Commitment in percentage	At any point of time, the below quarterly uptime commitment should be maintained
S1	1 hour	4 hours	99.50%	95%
S2	1 hour	4 hours	95.0%	90%
S3	4 hours	16 hours	95.0%	90%

TABLE - 02 (Uptime Commitment)

Severity Level	Quarterly Uptime Commitment in percentage	Liquidated damages imposed per percentage or any fraction thereof for not meeting the SLA commitment
S1	99.50%	0.005% of the contract value per hour down time.
S2	95.0%	0.001% of the contract value per hour down time.
S3	95.0%	0.0001% of the contract value per hour down time.

Table - 03 (Resolution Time)

Severity Level	Resolution time allowed	Penalty Slots (above Resolution time)	Penalty Amount for Each Penalty Slot
S1	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 5000
S2	4 hrs.	One Slot = 4 hrs. continuous downtime	Rs 2000
S3	16 hrs.	One Slot = 16 hrs. continuous downtime	Rs 500

* Any fraction of penalty slot will be considered as one slot.

Table - 04 (Service Window)

Severity Level	Service Window in Hours	No. of days to be taken for calculation of availability
S1	24	No. of working days (Including Sundays)
S2	18	No. of working days
S3	18	No. of working days

Table - 05 (Working Hours)

Day	Service Timings	Mode of Delivery	Severity Level
Monday To Saturday	00:01 hrs to 24:00 hrs (24 hrs.)	On-site requirement between 6:00 hrs to 24:00hrs and should attend to any	S1

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		other calls on need basis during this service window	
Monday To Saturday	6:00 hrs to 24:00hrs (18 hrs.)	On-site	S2 & S3

Whole IP CCTV system uptime and Penalty

Objective	Type of Measure	Example SLO Requirement	Penalty	Measurement Period
IP CCTV system functioning as a Whole effecting Recording and Viewing	Availability	The IP CCTV System will be available 100% of the time	0.1% of contract value or Rs 2,00,000/- whichever is higher on each occasion or day	Monthly (24*7*30)

3. Liquidated Damages / Penalty

3.1. The Company expects the Service Provider to complete the scope of work as mentioned in **Schedule-I** within the timelines mutually agreed upon with the Company. Inability of the Service Provider to either provide the requirements as per the scope or to achieve the expected Service Levels as per **Schedule-II** or to meet the timelines agreed with the Company would be treated as breach of Contract and would invoke this penalty clause. The rate of penalty would be as mentioned in the **Schedule-II**. Cap for aggregate of all penalties under the Agreement will be limited to 10% of the Total Contract value. In the event the timeframes are impacted due to delays caused solely by the Company, the Service Provider will be given additional time (proportionate to the time lost due to the delay) to complete the activity and further, the Service Provider will not be responsible for any penalties for such delay or resultant extension. The right to invoke the penalty clause is in addition to and without prejudice to other right available to the Company such as termination of this Agreement, invocation of the BG and recovery of the expenditure incurred by the Company.

3.2. Company reserves the right to cancel the Contract and recover expenditure incurred on the following circumstances:

3.2.1. The Service Provider commits a breach of any of the terms and conditions of the Contract

3.2.2. The Service Provider goes into liquidation voluntarily or otherwise.

3.2.3. The progress regarding execution of the Contract, made by the Service Provider is found to be unsatisfactory.

3.2.4. If aggregate of all deductions on account of liquidated Damages/Penalty exceeds more than 10% of the Total Contract value.

3.3. After the award of the Contract, if the Service Provider does not perform satisfactorily or delays execution of the Contract, the Company reserves the right to get the balance Contract executed by another party of its choice by giving one-month notice for the same. In this event, the Service Provider is bound to make good the additional expenditure, which Company may have to incur to carry out bidding process for the execution of the balance of the Contract.

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This clause is applicable, if for any reason, the Contract is terminated and shall survive the termination of this Agreement.

3.4. The above mentioned penalties are independent of each other and are applicable separately and concurrently

3.5. Penalty is not applicable for reasons attributable entirely to the Company and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Company and Force Majeure. The Service Provider shall submit the proof authenticated by the Service Provider that the delay is attributed to the Company and Force Majeure along with the bills requesting payment, which will be considered by the Company.

3.6. It is hereby clarified that notwithstanding the classification of damages as penalties, the Parties agree that the penalties mentioned above are reasonable and are liquidated damages and have been duly calculated towards the loss that shall be incurred by the Company upon the instances leading to the invocation of the same

4. Illustration on LD Calculation

Consider an item "A" for the quarter 01-Oct-2024 to 31-Dec-2024							
Assume this item "A" falls under severity level S1							
Contract Value							
Total Amount of contract			Contract Amount total				
2000000000			2000000000				
Performance of the item "A" during the quarter							
Month	Service Window	No. of working Days	Total Hrs. of Availability	Hypothetical down time in Hrs.	Continuous Downtime in Hrs.	Resolution Time allowed in Hrs.	
Oct-2024	24	31	744	30	9	4	
Nov-2024	24	30	720	40			
Dec-2024	24	31	744	30			
Total			2208	100			
Calculation of Liquidated damages as per Table-02 for the quarter							
Availability in Hrs.	Downtime in Hrs.	Committed uptime	Actual Uptime	Deviation	Liquidated Damages	Penalty amount	
2208	100	99.5%	95.47%	4.03	0.005%	10000	
Calculation of Liquidated damages as per Table-03 for the quarter							
Continuous Downtime Hrs.	Penalty Slot	Penalty Amount for each slot	Penalty Amount				
5 (9-4)	2	5000	10000				
*Fraction of 4 Hrs. duration will be considered as one slot							
Total Penalty.....10000+10000=Rs 20000/-.							

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Sl. No.	Item	Make	Model	Version	Qty. (Nos.)	Remarks
	As per supplied BOQ of approved proposal of tender and items used from existing infrastructure as per proposal					

SCHEDULE – IV: Onsite Inventory / Spares

Sl.No.	Item Description	Quantity (Nos.)
1	Fixed Camera	6
2	PTZ Camera	3
3	LIU	2
4	L2 Switch 24/8/4 Port commercial	2 Each
5	All type of server disks	2 each
6	10G & 1G SFU modules	2 each
7	OFC patch cards 10 mtr	10 nos
8	Power supply unit, Network card, Motherboard etc. for Camera servers and VMS server	1 each
9	Any other item which is critical in nature to maintain the system	1 each
10	NAS Storage Disks	10 nos

The Contractor shall maintain the above mentioned minimum On-Site Inventory / spares at the site.