(Wholly owned subsidiary of Reserve Bank of India)
P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132
TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI
E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

# **OPEN TENDER ENQUIRY (OTE) / NATIONAL COMPETITIVE BIDDING (NCB)**

# Standard Bidding Document (SBD)

(Procurement of Works) Not Transferable

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: 03227-280212/213; Ext. - 4075/4077; Fax: 03227-280222, 280744

Website: www.brbnmpl.co.in; Email: salbonipress@brbnmpl.co.in

SAL/FF/PUR/F/01/08

**Security Classification: Non-Security** 

# e-TENDER DOCUMENT FOR "DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI"

e-Tender No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

# MSTC Event No. BRBNMPL/SALBONI PRESS/MMD/38/23-24/ET/63 [DEVELOPMENT OF CENTRAL VISTA]

This tender document contains 172 pages

The tender document is to be downloaded from website <a href="www.mstcecommerce.com">www.mstcecommerce.com</a>

Last Date & Time for submission of tender	02/04/2024 up to 11:00 Hours
Tender Opening Date & Time	02/04/2024 at 11:30 Hours
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)	₹5.00 Lakh (Rupees Five Lakh only)

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 - 280212 / 213, Ext. - 4075 / 4077; Fax: 03227 - 280222, 280744

Email : <u>salbonipress@brbnmpl.co.in</u>

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TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI
E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

# **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 / Scope of Work	Enclosed	
Section VIII	Quality Control Requirements	Enclosed	
Section IX	Qualification Criteria	Enclosed	
Section X	Tender Form	Enclosed	
Section XI	Price Schedule / Financial Bid	Enclosed	
Section XII	Bidder Information	Enclosed	
Section XIII	Bank Guarantee for EMD	Not applicable	
Section XIV	Manufacturer's Authorization Form	Not applicable	
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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	Not applicable	
Annexure 1	Explanatory Note on Public Procurement (Preference to Make in India) Order, 2017		
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	For information of	
Annexure 4	Support to Start-Up Enterprises	Bidder	
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	tries sharing	
Annexure 7	Bid Securing Declaration in lieu of EMD/Bid Security		
Annexure 8	Template for assessment of capability of Bidder		
Annexure 9	Performance Statement	To be filled	
Annexure 10	Statement of Financial Standing	and submitted	
Annexure 11 NEFT Mandate Form		as part of Technical Bid,	
Annexure 12	nnexure 12 Terms and Conditions - Compliance		
Annexure 13	Undertaking to provide financial support to our wholly owned subsidiary	as applicable	
Annexure 14	Check-List for Bidders		

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E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

# **Section I: Notice Inviting Tender (NIT)**

# 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: 03227-280212/213; Ext. - 4075/4077; Fax: 03227-280222, 280744

Website: <a href="mailto:www.brbnmpl.co.in">www.brbnmpl.co.in</a>; <a href="mailto:Ema

Date: 02/03/2024

e-Tender Enquiry No. 023/SAL/MMD-CIVIL/2023-24

# 1. Notice Inviting Tender (NIT)

e-Tenders are invited from eligible and qualified tenderers meeting Qualification Criteria (Section IX) for procurement of the following works: -

Schedule No.	Brief description of Works	Quantity (with UoM)	Earnest Money (in ₹)	Estimated cost including GST@18%	Remarks
				(in ₹)	
I	DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI	As per BOQ at Section XI: Price Schedule	<b>₹5.00 Lakh</b> (Rupees Five Lakh only)	Rs.3,49,00,000/- (Rupees Three Crore Forty Nine Lakh only)	For detailed Scope of work please refer Section–VII

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 02/03/2024 to 02/04/2024 at the website www.mstcecommerce.com
Price of the e-Tender Document	NIL; For MSTC, refer <u>www.mstcecommerce.com</u>
Place of Sale of e-Tender Document	To be downloaded from website www.mstcecommerce.com
Closing date and time for receipt of e-Tenders	02/04/2024 at 11:00 hours
Place of receipt of e-Tenders	The Bids are to be submitted online at <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>
Time and date of opening of e-Tenders	02/04/2024 at 11:30 hours
Place of opening of e-Tenders	Online at <u>www.mstcecommerce.com</u>
Venue for Physical Submission of Originals (or self-attested copies of originals)	Administrative Building, Bharatiya Reserve bank Note Mudran Pvt Ltd, Salboni - 721132
Nominated Person / Designation to Receive Originals (or self-attested copies of originals)	Dy. General Manager (MMD) / Asst. General Manager (MMD)

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# 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 e-Procurement 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

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- suspected to be or of doubtful loyalty to the Country or a National 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 e-Procurement portal (MSTC) 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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List of Requirements – Compliance
 Scope of Work – Compliance
 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 Schedule6. Section XII : Bidder Information

7. Section XIV : Manufacturer's Authorization Form, if applicable8. Section XVII : Letter of Authority for attending a Bid Opening

9. Section XVIII: Eligibility Declarations

Section XX : Proforma for Pre-Contract Integrity Pact, if applicable
 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, if applicable

18. Annexure 14: Checklist for Bidders

In addition to above, the following sections and/or annexures need to be digitally signed and uploaded as part of the Bid: -

Section III : Special Instructions to Tenderers (SIT)
 Section V : Special Conditions of Contract (SCC)

3. Section VII : Scope of Work

(iii) 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 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. 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 online at www.mstcecommerce.com/eprocn. Any price indication in the Technical Bid (Uploaded / Physical documents) shall be summarily rejected.

- (iv) 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.
- (v) 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 e-Procurement 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.

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# 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 <a href="www.mstcecommerce.com">www.mstcecommerce.com</a>. They may obtain further information about the tender from the office issuing the tender or visit our website <a href="www.brbnmpl.co.in">www.brbnmpl.co.in</a>.

# 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 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 <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> → 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: 03227-280212/213

Ext. - 4075

E-mail: amishra@brbnmpl.co.in

(ii) Shri Parveen Bibyan, AGM

Phone: 03227-280212/213

Ext. - 4077

E-mail: <a href="mailto:pbibyan@brbnmpl.co.in">pbibyan@brbnmpl.co.in</a>

# Contact Persons (MSTC):

(i) Shri K Kranthi Kumar

Asst. Manager (ERO)

Mobile: 9174009882

E-mail: kkkumar@mstcindia.co.in

(ii) Shri Sabyasachi Mukherjee

Manager (ERO)

Mobile: 7278030407

E-mail: <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>

For Technical Assistance at MSTC Ltd: 07969066600

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# **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: <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a>
- 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 by BRBNMPL. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.
- **D.** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

# E. Special Note towards Transaction fee:

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

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

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

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

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

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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/eprocn of MSTC Ltd.
- I. E-tender cannot be accessed after the due date and time mentioned in NIT.
- **J.** Bidding in e-tender:
  - (i) Bidder(s) need to submit necessary EMD/ EMD declaration on letter head, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non-refundable. No interest will be paid on EMD. EMD if submitted of the unsuccessful bidder(s) will be refunded by BRBNMPL.
  - (ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
  - (iii) The bidder(s) can submit their Bid through internet in MSTC Website <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>
  - (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 'Event wise 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

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legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.

- e) It is mandatory that all the bids are submitted with digital signature certificate as otherwise the same will not be accepted by the system.
- f) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- g) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.
- **K.** Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- 11. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> of MSTC Ltd.
- 12. Bids must be uploaded on the MSTC Website <a href="www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> 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: -
  - (i) Insurance Surety Bond
  - (ii) 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.
  - (iii) 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, DistWest Midnapore, West Bengal
Bankers Name & Branch Address	State Bank of India, Note Press Branch, Salboni, PO-RBNML, PIN-721132, DistWest 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:
  - a) Other Electronic mode of payment such as Debit Card powered by RuPay
  - b) Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)

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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.

- 14. 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 Start-up, as the case may be).
- 15. The vendors registered with the Central Purchase Organization (CPO) such as GeM as "Registered Suppliers" may also be considered as registered suppliers for BRBNMPL.
- 16. 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 : /

Address : (Not applicable for this tender)

Email: /

- 17. 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.
- 18. 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.
- 19. BRBNMPL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information.
- 20. The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with BRBNMPL.
- 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

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- > Does not fulfil minimum pre-qualification criteria as per the Tender Documents
- ➤ Late submission of originals (or self-attested copies of originals) i.e., after the bid submission deadline
- Unsolicited bids (applicable for LTE only)
- > Stipulates the validity period less than what is stated in the Tender Documents
- > Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
- Does not submit bid in the prescribed format making it impossible to evaluate the bid
- Indulges in tampering of tender documents
- ➤ Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
- 22. No counter condition/s 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 Works; or
- (iv) issue another tender for identical or similar Works

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

Yours faithfully, For & On behalf of BRBNMPL

Sd/-

# **Deputy 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 - 280212/213; Ext. - 4075

(Wholly owned subsidiary of Reserve Bank of India)

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# 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.
- This section (Section II "General Instruction to 1.4 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.
- 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.
- The bidder, their affiliates, or subsidiaries including 3.2 subcontractors or suppliers for any part of the contract not stand declared should 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.
- Under Public Procurement (Preference to Make in India) 3.4 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 23<sup>rd</sup>/24<sup>th</sup> July 2020 (or any further amendments thereof) regarding eligibility of bidders

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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

# 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)
- 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
  - 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 abovementioned 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

#### . 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-Document, which shall form part of the Bid-document.

#### 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 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)

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- h) A list of deviations (ref Clause 19.4) from the clauses of
- 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.

- Unless otherwise indicated in NIT/ SIT, "Financial Bid" 10.2 shall include inter-alia (including any changes in the following as per NIT / SIT):
- Price Schedule (Section XI) and all financially relevant a) 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 Rid.
- 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.
- Tender sent by fax/email/telex/cable shall be ignored. 10.3
- **Tender currencies** 11.
- 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
- 11.3 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

#### 12.

- 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.
- Charges towards inland transportation, insurance and c) other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- The price of incidental services, as and if mentioned in d) List of Requirements.
- 12.6 For goods of foreign origin offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
- b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

#### Additional information and instruction on Duties and Taxes:

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**

- All the bidders/tenders should ensure that they are a) GST compliant and their quoted tax structure/rates are as per GST Law.
- As per the GST Act, the bid and contract must show the b) 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.
  - 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.
- 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'.
- GST Registration Number (15-digit GSTIN): In case e) 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.
- If bidder is not liable to take GST registration, i.e., having turnover below threshold, bidders need to submit undertaking / indemnification against tax

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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.
- I) In case the GST rating of vendor on the GST portal / Govt. official website is negative / 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.
- 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 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

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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 prequalification 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
- 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 the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6 In case delivery period is re-fixed / extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:
- (i) A bill of ERV claim enclosing working sheet
- (i) Banker's Certificate/debit advice detailing FE paid and exchange rate
- (ii) Copies of import order placed on supplier
- (iii) 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 Oualifications

- 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:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, 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

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

#### 18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clause 10.1(e) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderer's unwarranted conduct as amplified under sub-clause 23.2 below.
- 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:
- a) Insurance Surety Bonds
- b) Account Payee Demand Draft from any scheduled commercial bank in India or
- c) Banker's cheque from any scheduled commercial bank in India or
- d) Online Bank Transfer (Proof of online transfer to be submitted)
- e) 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)
- f) 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)
- 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

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 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

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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)
- $\textbf{6.} \qquad \text{Section VI} \quad : \ \text{List of Requirements}$
- 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
- 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: -

- List of Requirements Compliance
   Technical Specifications Compliance
- Quality Control Requirements Compliance
   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

Declaration

(for

- Annexure 7 : Bid Securing exempted bidders)
- 12. Annexure 8 : Assessment of capability of Bidder, if
- 13. Annexure 9 : Performance Statement
- 14. Annexure 10 : Statement of Financial Standing, if required
- 15. Annexure 11: NEFT Mandate Form
  - 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

11.

16.

- Tenderers shall ensure that their tenders, duly sealed 21.1 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.

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#### 23. Alteration and Withdrawal of Tender

- 23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BRBNMPL.

#### E TENDER OPENING

#### 24. Opening of Tenders

- 24.1 BRBNMPL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.
- 24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD / Reliable Courier or any other mode with proof of delivery.

#### F SCRUTINY AND EVALUATION OF TENDERS

### 25. Basic Principle

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

# 26. Preliminary Scrutiny of Tenders

- 26.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 26.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- b) Tenderer is not eligible 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 largescale unit):
- c) 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;
- e) 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.;
- g) 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.);
- h) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

#### 27. Minor Infirmity / Irregularity / Non-Conformity

If during the preliminary examination, BRBNMPL find any minor infirmity and / or irregularity and / or nonconformity 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 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

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- (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:
- In the case of goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, which will be

- contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 BRBNMPL's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 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.
- 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.
- 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

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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 technocommercially 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);
- (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

#### 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

- **14.1 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 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

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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 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

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- 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 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
- **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 fisting firms who are willing and qualified for: -

- Registration of Vendors for Supply of particular Stores or certain categories of Stores.
- (ii) Development of new items or Indigenization of Imported stores
- The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.
- 53.3 Objectives and scope of requirement would be indicated in the Section VI -"List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4 In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine / Item at the place of installation at the place, dates and Time mentioned in SIT
- 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX "Qualification Criteria" in the SBD.
- **53.7** If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BRBNMPL.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed\_
- **53.9** In case of EOI for registration of vendors, registration letters would be issued to the short-listed tenderers.
- 53.10 In case of EOI for development / indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/indigenization tenders.
- 54. Tenders for Disposal of Scrap
- 54.1 Introduction: The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI "List of Requirements".
- **54.2** "As Is; Where Is; Whatever Is" Basis of This Sale:
- 54.2.1 This sale of Scrap is strictly on "As is; Where is; Whatever is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity, nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the safe contract is concluded.
- 54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable

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- 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 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.
- 4.3.7 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:
- 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

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right to terminate the contract and forfeit the security deposit.

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

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# **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.)

SI. No.	GIT Clause No.	Topic	SIT Provision
1	2	Language of Tender	To be submitted in <b>English</b> only
2	3	Eligible Tenderers	Only <b>Class-I</b> and <b>Class-II Local Suppliers</b> as per 'Make in India Policy' of Govt. of India are eligible to participate in this tender
			<b>Class-I Local Supplier:</b> Minimum Local Content equal to or more than 50%; <b>Class-II Local Supplier:</b> Minimum Local Content more than 20% but less than 50%.
			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.
3	4	Eligible Goods and	Indian Origin Only
		Services (Origin of Goods)	<b>Minimum Local Content:</b> Equal to or more than 50% for <b>Class-I Local Supplier</b> and more than 20% but less than 50% for <b>Class-II Local Supplier</b> .
			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.
4	8	Pre-bid Conference	Not applicable
5	9	Time Limit for receiving request for clarification of Tender Documents	Request for clarification should reach at least <b>Seven</b> (07) days prior to tender opening date.

SI. No.	GIT Clause	Topic	SIT Provision
	No.		
6	11	Tender Currency	Indian Rupees Only
7	12	Tender Prices	i. Rate should be quoted on the basis of final completion of works at BRBNMPL, Salboni (including Unit Rate and GST as applicable).
			ii. 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.
			iii. 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.
8	12.2, 33, 36.1	Schedule wise evaluation	Not applicable
9	12.8, 12.9	GST	<ul> <li>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 Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due to incorrect HSN Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising due to incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising due to this.</li> <li>ii. Bidder(s) needs to ensure that GST registration will be "Active" as on the date of bid opening, during its evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till such time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.</li> </ul>
10	14	Firm Price / Variable Price	The quoted rate (inclusive of all taxes) should be <b>firm and fixed</b> and should not be subject to any variation/escalation (except Statutory Payments against submission of documentary evidence) on any account during the contract period.

SI.	GIT	Topic	SIT Provision
No.	Clause No.		
11	18	Earnest Money Deposit (EMD)	EMD of ₹5.00 Lakh (Rupees Five Lakh only) 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.  However, exempted bidders have to submit "Bid Securing Declaration" in lieu of EMD as per Annexure 7 in Company Letterhead.
12	19	Tender Validity	As specified (120 days)
13	20.9	Documents to be uploaded in case of etenders	<ul> <li>Applicable         <ol> <li>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).</li> </ol> </li> </ul>
			<ul> <li>ii. In addition to documents mentioned in Clause No. 20.9.2 (18 Nos.), the following sections and/or annexures need to be digitally signed and uploaded as part of the Bid: -</li> <li>1. Section III: Special Instructions to Tenderers (SIT)</li> <li>2. Section V: Special Conditions of Contract (SCC)</li> </ul>
			3. Section VII: Scope of Work
14	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.
15	31	Qualification and Eligibility Criteria	Relaxation of Norms with regard to Prior Turnover and Prior experience for Class-I and Class-II local suppliers 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 does not fall under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc. [Refer Annexure 1 to 5].  Note: This tender falls under category of Works
			Contract; so, Relaxation of Norms wrt Prior Turnover & Prior Experience shall not be applicable to MSE's UNDER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.
16	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<ul> <li>35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed works should meet our required Specifications at Section VII.</li> <li>35.3 Price bid evaluation shall be subject to purchase preference to Class-I Local Suppliers as per GoI guidelines [Refer Annexure 1 to 5]. However, this</li> </ul>

SI. No.	GIT Clause No.	Topic	SIT Provision
	TTO!		Purchase Preference shall be executed considering the tender quantity to be "NON-DIVISIBLE" in nature.
			Note: This tender falls under category of Works Contract; so, Purchase Preference shall not be applicable to MSE's UNDER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.
17	41	Award Criteria	Tender shall be finalized on <b>the basis of Overall Lowest (L1) Bidder</b> from eligible bidders as per Section XI and as per other terms & conditions of the tender.
18	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 by 25% (Twenty-Five per cent) for ordering, if so warranted.
19	43	Parallel Contracts	Not applicable
20	44.3	Integrity Pact	Not applicable
21	45, 46, 47	Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL	a) On finalisation of Tender, Notification of Award of Contract (NOA) / Letter of Intent (LOI) will be issued by BRBNMPL, Salboni to successful bidder. b) Successful Bidder shall furnish performance security to BRBNMPL within 21 days of issue of NOA/LOI as mentioned at Section V-SCC, Clause Sl. No. 03. c) Contract Agreement / Work Order will be placed only after acceptance of NOA/LOI and after submission of Performance Security by the Bidder. d) Non-Acceptance of Notification of Award of Contract (NOA) / Letter of Intent (LOI) and/or Non-Submission of Performance Security may lead cancellation of Notification of Award of Contract (NOA) / Letter of Intent (LOI). e) Time Schedule will be considered from the date issue of Notification of Award of Contract (NOA) / Letter of Intent (LOI).
22	50	Tender For Rate Contracts	Not applicable
23	51	PQB Tenders	Not applicable
24	52.2, 52.3	Purchaser's Samples and Pre-Production Samples	Not applicable

SI.	GIT	Topic	SIT Provision
No.	Clause		
	No.		
25	53	EOI Tenders	Not applicable
26	54	Tenders for Disposal of	Not applicable
		Scrap	
27	55	Development /	Not applicable
		Indigenization Tenders	

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# 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.
- 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.
- 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.
- 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.
- 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.
- "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.
- "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.
- "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.
- "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- "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.

- "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 Lol' (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;
- "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 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).
- "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 properties intellectual (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.
- "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

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- (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:
- a) The consignee at his premises; or
- b) Where so provided, the interim consignee at his premises; or
- c) A carrier or other person named in the contract for the purpose of transmission to the consignee; or
- d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 32) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/Purchase' including an award of Public-Private Partnership projects, in specific means the acquisition 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.
- "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, 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.
- 8) "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;
- "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

1.2 Abbrev	iations:
"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 Tenderers
"GoI"	means Government of India
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in

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	Disposal Tenders
"HSN"	means Harmonized System of Nomenclature
"IEM"	· · · · · · · · · · · · · · · · · · ·
IEM	means Independent External Monitor means International Commercial Terms, 2000 (of
Incoterms	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:
- Valid and authorized Amendments issued to the contract.
- 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 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

# $2.10 \quad Obligation \ to \ Maintain \ Eligibility \ and \ Qualifications:$

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

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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 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:
- 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.

#### 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

- Mithin 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 scheduled

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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

- Bank Guarantee (including e-Bank Guarantee) issued/ c) confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this
- 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:
- recover from the contractor the amount of such a) 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 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

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.

### **Technical Specifications and Standards**

- 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 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.

#### Packing and Marking

- The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 8.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

#### 8.3 Packing instructions:

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

- contract number and date
- b) brief description of goods including quantity
- c) the gross weight of the package
- packing list reference number d)
- country of origin of goods e)
- consignee's name and full address and f)
- g) **9**. supplier's name and address

# **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.
- 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

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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 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 nondelivery, 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 ± 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 partshipments 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.

- 1.3 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:
- sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
- ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.
- 13.2 Supplier shall carry sufficient inventories to assure exstock 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

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- supplier shall be required to perform any or all of the following services:
- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- b) Supplying required number of operation & maintenance manual for the goods
- c) Installation and commissioning of the goods
- d) Training of BRBNMPL's operators for operating and maintaining the goods
- e) Providing after sales service during the tenure of the contract
- 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;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt / Road Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.
- 15.3 For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax / email:
- (a) Clean on Board Airway Bill/Bill of Lading (B/L)
- (b) Original Invoice
- (c) Packing List (with item-wise gross and net weight)
- (d) Certificate of Origin from Seller's Chamber of Commerce
- (e) Certificate of pre-despatch inspection by BRBNMPL's representative/ nominee
- (f) Certificate of Quality and current manufacture from  $\ensuremath{\mathsf{OEM}}$
- (g) Dangerous Cargo Certificate, if any.
- (h) Insurance Policy of 110% if CIP/CIF contract.
- (i) 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

- 6.1 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.
- 6.2 Unless otherwise specified in the SCC, this warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier.
- **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/Warrantee 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/ Warrantee 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

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- 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,
- (b) mode of packing,
- (c) incidental services to be provided by the supplier
- (d) mode of despatch,
- (e) place of delivery, and
- (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 19.2 In the event of any such modification / alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty-one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- 19.3 Option Clause: By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
- 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:

- 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 interstate 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'.
- 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 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

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

- iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)
- (b) For a contract with terms of delivery as Delivery at site/CIF Destination/FOR destination
- 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:
- a) Original Invoice (GST compliant)
- b) 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
- d) Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee  $\label{eq:continuous} % \begin{subarray}{ll} \hline \end{subarray} % \begin{subarray}{ll} \end{subarray} %$
- e) Manufacturer's test certificate
- f) Performance / Warrantee Bond
- g) Certificate of insuranceh) Clean on Bill of lading /
- h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department
- 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.
- k) 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)

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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:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

  "I/We, \_\_\_\_\_ certify that 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.
- 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.
- 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 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

- 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

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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

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

- 27.2 Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.
- 27.3 In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform BRBNMPL as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.

#### 27.4 Escrow Arrangement

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

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

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of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

- 28.2 Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and / or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.3 In case due to a Force Majeure event BRBNMPL is unable to fulfil its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### 29. Termination for convenience

- 29.1 BRBNMPL reserves the right to terminate the contract, in whole or in part for its (BRBNMPL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BRBNMPL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BRBNMPL following the contract terms, conditions and prices. For the remaining goods and services, BRBNMPL may decide:
- to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- 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.
- ${f 30.2}$  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, 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

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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 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

- 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 consent of the Parties as per the Arbitration and Conciliation Act, 1996 as amended till

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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 resold or otherwise disposed of at the discretion of the BRBNMPL without reference to the purchaser concerned and without incurring any liability on part of BRBNMPL whatsoever in respect there under.
- 36.2.5 In case extension is granted by BRBNMPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.
- **36.2.6** On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

#### 36.3 Deliveries, Delays and Breach of 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

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- additional charges are admissible for the same.
- **36.3.7** The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.
- **36.3.8** If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.
- 36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.
- **36.3.10** If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.
- 36.3.11 The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act, 1948 and all the other related statutory and legal provisions and obligations, the purchaser shall also indemnity the BRBNMPL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.
- 36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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

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

Whenever there is any conflict between the provision in the 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	5	Country of Origin	Indian Origin Only
			Minimum Local Content: Equal to or more than 50% for Class-I Local Supplier and more than 20% but less than 50% for Class-II Local Supplier
			As per GoI guidelines regarding restrictions on public procurement from countries sharing land border with India, a bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting". However, Bidders have to fulfil the Minimum Local Content criteria as mentioned above.
2	6.1,	Performance Bond /	No Relaxation for bidder of any Stature
	6.3, 6.5	Security	Within <b>21 days</b> after issue of Work Order/ Notification of Award/Letter of Intent by BRBNMPL, Salboni, Performance Security is to be submitted for an amount equal to <b>Ten per</b> <b>cent (10%)</b> of the total value of contract (as per as per latest amendment to Rule 171(i) of GFR). Further, in case there is any amendment to the contract, GCC clause 6.4 shall be applicable.
			In case Security Deposit / Performance Bond is to be submitted in the form of Bank Guarantee, the same should be in the name of "Bharatiya Reserve Bank Note Mudran Private Limited" and should be valid up to Sixty days after date of completion of all contractual obligations

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Sl.	GCC	Topic	SCC Provision		
No.	Clause No.				
	NO.		including Defects Liability Period (DLP) obligations i.e., after 01 (One) Year. 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.		
			Performance Security shall be released without any interest after successful completion of all contractual obligations including Defects Liability Period (DLP) obligations i.e., after 01 (One) Year and on submission of "No Demand" Certificate.		
3	9	Inspection and Quality Control	Received goods shall be inspected as per tender specifications. If delivered goods is rejected for any reasons, Contractor 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.		
4	16.2	Warranty Clause	Defects Liability Period (DLP): Minimum 01 (One) Year from the date of successful completion of the work. Any defect/s recorded during DLP, shall be rectified / replaced by the Contractor without any extra cost to BRBNMPL. If the Contractor fails to do so, within 02 (two) weeks after information, BRBNMPL reserves the right to rectify the same through another agency & the cost incurred thus shall be recovered from the Contractor.		
5	18	Sub-contracting	Not applicable		
6	19.3,	Modification of Contract	19.3 Option Clause - Applicable		
	19.4		BRBNMPL reserves the right to place an additional Order at same rate, terms & conditions for maximum 25% of the Contract Value till final time schedule of the Contract. Further, it may be noted that the quantity against each line item of BOQ shall not be increased by more than 25% (Refer clause No. 19.3 of GCC, Section IV).  19.4 Repeat Order – Not Applicable		
7	20.2	Price Variation Clause	Not applicable		

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Sl.	GCC	Topic	SCC Provision
No.	Clause No.		
8	21.10	Statutory Variation Clause	Applicable
			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 time schedule is not attributable to BRBNMPL and the same shall have to be borne by the Contractor.
			If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
9	22,	Terms and Mode of	Payment Terms:
	22.1,	Payments	i. No advance payment shall be made.
	22.2, 22.3, 22.4, 22.6		ii. Payment shall be done as per actual work carried out. The Contractor shall not be paid any mobilization advance or any secured advance.  iii. Payment shall be released through RTGS/NEFT only. Bank Mandate as per as per Annexure 11, if not submitted earlier, should be submitted along with Technical Bid. Statutory Deductions as applicable will be deducted from the gross bill amount.  iv. Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment to be borne by the bidder/Contractor only.  v. No payment shall be released against the extra materials brought to the site.  vi. Bidder has to furnish the price-break-up including the tax components.  vii. The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per Joint measurements entered in the Measurement Book (MB) and the same entered in excel sheets to be submitted for certification to BRBNMPL Official. Deductions will comprise the deductions as stipulated including statutory deduction.
			viii. All progress payments made / R/A bills paid shall be regarded as payment by way

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Sl. No.	GCC Clause	Topic	SCC Provision
	No.		of advance against final payment only and not as payment for the work completed.  ix. All R/A bills / invoices for progress payments as well as for final payments shall be submitted in prescribed computerized forms supported by detailed measurement of items of work as per measurement books.  x. The minimum value of interim bill/monthly bill/progressive running account (R/A) bill shall not be less than ₹40.00 Lakhs (Rupees Forty Lakhs only).  xi. Bill in duplicate addressed to The Senior General Manager may be submitted at the end of successful completion of work along with soft copies through e-mail along with latest copy of GST return.  xii. Final Bill: Successful Bidder shall submit final bill within 02 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after receipt of "No Demand" Certificate, Undertaking for Statutory Compliances and clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to BRBNMPL and any other document required by BRBNMPL. The Contractor shall not be entitled for the payment for
10	23	Delay in the supplier's	the quantities beyond the tendered quantities unless ordered for by specific written instructions from BRBNMPL.  Below is in addition to GCC Clause No. 23.
		performance	Extension of time will only be considered, if in the opinion of BRBNMPL, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Owner and not referred to in the schedule of

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Sl.	GCC	Topic	SCC Provision	
No.	Clause No.			
			quantities and/or specification or (e) by reason of BRBNMPL instructions as per relevant clause hereof or (f) by reason of civil commotion (g) by reason beyond control of the Contractor in the opinion of BRBNMPL.	
			If the Contractor needs an extension of time for completion of the work, the Contractor shall apply at least 02 (Two) weeks before the expiry of schedule date of completion furnishing the reasons in detail with complete justification. The Contract shall remain in force even for the period beyond due date of completion irrespective of whether the Contractor has applied for extension of time for completion unless BRBNMPL decides to terminate the contract. The delay for completion of work for any reason will not entitle the Contractor to claim any compensation.	
11	24	Liquidated Damages	In case of any delay in work completion; BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for each week of delay or part thereof until actual completion, subject to a maximum deduction of <b>10%</b> of contract price.	
			For any delay in adherence to <b>itinerary of Time Schedule mentioned in Section VI:</b> List of Requirements, Liquidated Damage (LD) shall be levied.	
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	Not applicable	
13	27.4	Escrow Arrangement	Not applicable	
14	30	Fall Clause	Not applicable	
15	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.	
16	36	Disposal / Sale of Scrap by Tender	Not applicable	

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## Section VI: List of Requirements

Tender Title		DEVELOPMENT OF (	CENTRAL VI	STA AT BRBI	NMPL, SALBONI	
Tender I	Vo.	023/SAL/MMD-CIVI	L/2023-24	Date	02/03/2024	
Schedule No.	Minimum Local Content (%)	Brief description of Works	*Quantity with UoM	Amount of Earnest Money (₹)	Required Time Schedule	Destination State for GST purpose
I	Class-I 50% Class-II 20%	DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI  (For detailed Scope of work please refer Section-VII)	As per BOQ at Section XI: Price Schedule	<b>₹5.00 Lakh</b> (Rupees Five Lakh only)	Within 12 (Twelve) Months from the date of issue of Notification of Award of Contract / Letter of Intent (Lol) / Work Order / Contract Agreement, whichever is issued earlier	West Bengal

<sup>\*</sup> The schedule of items & quantities to be executed is indicative only. Any / all item(s) may/may not be operated & actual quantity may vary from BOQ at Section XI: Price Schedule. Contractor shall not have any claim for the same.

Preferred mode of Transportation: By Road.

### **Background:**

BRBNMPL is a wholly owned subsidiary of Reserve Bank of India engaged in printing of Banknotes. BRBNMPL has its Registered and Corporate Office situated at Bengaluru. The Company manages 2 Presses one at Mysuru in Karnataka and the other at Salboni (25 kms from Medinipur Town) in West Bengal. This tender is invited from qualified and bonafide bidders for the "Development of Central Vista at BRBNMPL, Salboni".

### **Objective of the project**:

- a) Development of a Central Vista along the maximum visibility point to create a pleasing environment at the existing abandoned concrete air strip.
- b) Develop different zones for diverse activities relevant to the project in the entire plaza area to engage maximum people as possible.
- c) Create a sustainable way of development with low maintenance and zero waste environment.
- d) Create an easy movement pattern for the elderly, children and differently abled person.
- e) Comprehend and assign different activities in the different zones.

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## Requirements and Points considered during the design of the project:

- a) Amenities like seating area, play area for kids and adults.
- b) Construction of shops.
- c) Total area divided into 3 zones i.e., Spiritual, Entertainment & Shopping Zone:
  - (i) **Spiritual Zone** covers an area approx. around 1.23 acre which consists of existing temples like Jagannath and Kali Mandir and proposed space for Meditation and Yoga with provision of structural steel canopies. Also, it consists of free-standing Brick wall with provision of box type brick structure to place idols. For details and location, the 3D view diagram may be referred.
  - (ii) **Entertainment Zone** covers an area approx. around 1.55 acre consists of Existing stage called Rabindra Mancha wherein the Tensile fabric structure is proposed for covering the open stage using structural steel as a support system. Construction of Green room, utilities room and toilets. Also, the Entertainment zone consist of an Inverted kund constructed using brick structure with different levels/steps wherein people and children can get a distinct experience. For details and location, the 3D view diagram may be referred.
  - (iii) **Shopping Zone and Exhibition zone** covers an area approx. around 1.63 acre consists of semi-permanent canopy structures with top covering using tensile fabric material for setting up the semi-permanent shops and display center during exhibition time. This space can be utilized by the residents and also by local vendors for promoting art and culture. Thus, enabling people to have Shopping / Experience Centre. For details and location, the 3D view diagram may be referred.
- d) Entire area is pedestrian friendly (no vehicular zone).
- e) Construction of Green Room, Utilities Room and Toilets near the stage. All the materials and devices/equipments used for utility services/HVAC shall be of ISI/BIS standards.
- f) Provision of parking on the periphery of the area.
- g) All utilities like water, power, etc. to be underground and provision are made so that the same can be tapped at a nearby point.
- h)Use of natural resources like solar energy for lighting, use of natural materials.
- i) Ageing of materials and infrastructural elements.
- j) The ergonomics of the seating arrangements in the children play area.
- k) Optimization of resources.
- l) Project showcases the cultural heritage and local elements.
- m) Provision for the services like water supply, sanitary, electrical and other allied connections. All the materials like pipes, wires, poles, plastic, aluminum, stainless steel used for utility services shall be of ISI/BIS standards.
- n) Management of surface runoff & Rainwater harvesting.

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## <u>List of Requirements - Compliance</u>

**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			DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI					
Tender N	lo.		023/SAL/MMD-CIVIL/2023-24				Date	02/03/2024
Schedule No.	SAC Code	GST*	Local Content (%)	Brief description of Works	Quantity with UoM	Offered Time Schedule	Destination State for GST purpose	Bidder's GSTIN
I				DEVELOPME NT OF CENTRAL VISTA AT BRBNMPL, SALBONI  (For detailed Scope of work please refer Section-VII)	As per BOQ at Section XI: Price Schedule			

<sup>\*</sup> Mention total % and breakup into CGST, SGST, IGST, Cess etc.

Bidders may note the following parameters and satisfy themselves that they fulfil all the criteria before bidding: -

Sl. No.	Parameter	Accepted by Bidder	Remarks
	Quantity with UoM		
1	* The schedule of items & quantities to be executed is indicative only. Any / all item(s) may/ may not be operated & actual quantity may vary from BOQ at Section XI: Price Schedule. Contractor shall not have any claim for the same.	Yes	
	Objective of the project:		
2	a) Development of a Central Vista along the maximum visibility point to create a pleasing environment at the existing abandoned concrete air strip.	Yes	
	b)Develop different zones for diverse activities relevant to the project in the entire plaza area to engage maximum people as possible.	Yes	

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Sl. **Accepted Parameter** Remarks by Bidder No. c) Create a sustainable way of development with low maintenance Yes and zero waste environment. d)Create an easy movement pattern for the elderly, children and Yes differently abled person. e)Comprehend and assign different activities in the different Yes Requirements and Points considered during the design of the project: a) Amenities like seating area, play area for kids and adults. Yes b) Construction of shops. Yes c) Total area divided into 3 zones i.e., Spiritual, Entertainment & **Shopping Zone: Spiritual Zone** covers an area approx. around 1.23 (i) acre which consists of existing temples like Jagannath and Kali Mandir and proposed space for Meditation and Yoga with provision of structural steel canopies. Also, it consists of free-standing Brick wall with provision of box type brick structure to place idols. For details and location, the 3D view diagram may be referred. Entertainment Zone covers an area approx. around (ii) 1.55 acre consists of Existing stage called Rabindra Mancha wherein the Tensile fabric structure is 3 proposed for covering the open stage using structural steel as a support system. Construction of Green room, utilities room and toilets. Also, the Yes Entertainment zone consist of an Inverted kund constructed using brick structure with different levels/steps wherein people and children can get a distinct experience. For details and location, the 3D view diagram may be referred. (iii) **Shopping Zone and Exhibition zone** covers an area approx. around 1.63 acre consists of semi-permanent canopy structures with top covering using tensile fabric material for setting up the semi-permanent

shops and display center during exhibition time. This space can be utilized by the residents and also by local vendors for promoting art and culture. Thus, enabling people to have Shopping / Experience Centre. For details and location, the 3D view diagram

may be referred.

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Sl. No.	Parameter	Accepted by Bidder	Remarks
	d) Entire area is pedestrian friendly (no vehicular zone).	Yes	
	e) Construction of Green Room, Utilities Room and Toilets near the stage. All the materials and devices/equipment's used for utility services/HVAC shall be of ISI/BIS standards.	Yes	
	f) Provision of parking on the periphery of the area.	Yes	
	g) All utilities like water, power, etc. to be underground and provision are made so that the same can be tapped at a nearby point.	Yes	
	h) Use of natural resources like solar energy for lighting, use of natural materials.	Yes	
	i) Ageing of materials and infrastructural elements.	Yes	
	j) The ergonomics of the seating arrangements in the children play area.	Yes	
	k) Optimization of resources.	Yes	
	l) Project showcases the cultural heritage and local elements.	Yes	
	m)Provision for the services like water supply, sanitary, electrical and other allied connections. All the materials like pipes, wires, poles, plastic, aluminum, stainless steel used for utility services shall be of ISI/BIS standards.	Yes	
	n) Management of surface runoff & Rainwater harvesting.	Yes	

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

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## Section VII: Scope of Work

## 1. Scope of Work

The scope of work includes:

- a) Major Civil works like Brick work, Concrete related works, Kota stone flooring, Natural quartzite stone finish tiles work, 50mm thick interlocking designer concrete pavers block work, MS structural steel works, textured exterior paint and tensile fabric structure work.
- b) Sanitary and Plumbing works.
- c) Electrical works.
- d) Landscape details and various types of shrubs and provision of planter box has been considered for Landscape area.

### 2. Preferred Make / Model / Brand

## A. CIVIL WORK

Sl. No.	Description of Item/ Material	Preferred Make/Model/Brand		
1	Grey Cement (43 or 53 Grade)	A.C.C./ Ultra Tech/Ambuja/ Shree Cement or equivalent		
1	White Cement Putty	Birla White/ J.K. Birla White Putty or equivalent		
2	Steel (Thermo Mechanically Treated Steel) High strength deformed bars or mild steel reinforcement	TATA/ SAIL/ RINL or equivalent		
3	Clay Bricks	Good quality locally available material approved by BRBNMPL Official / Architect		
4	Pressed Steel frames for Doors Pressed Steel frames for Aluminium- Windows, ventilators.	Fabricated P.S. frames approved by BRBNMPL Official/Architect. Indal / Jindal / 25 microns approved by BRBNMPL Official / Architect.		
5	Flush Door Shutters	Century/ Archid / Green / Kajaria / Satabdi or equivalent		
6	Particle Boards/Block Boards (Storage Shutters and Kitchen Cabinets on with Laminates)	Century/ Archid / Green / Kajaria / Satabdi or equivalent		
7	Glass (Plain / Pin Headed) and Glass Tinted	Modi Float / Triveni / Hindustan Pallington / Asahi / Saint Gobain or equivalent		
8	Aluminium Hardware/ fittings	Argent / Classic / Shalimar or equivalent		
9	Brass Mortice Locks & Latches	Godrej / Ultra / Ebco or equivalent		
10	Latches with Internal locks	Godrej / Ultra / Ebco or equivalent		
11	Floor Type Hydraulic door closer (Floor spring)	Everite / Hypper / Hemco or equivalent		
12	Aluminium door, window and ventilator sections.	Jindal / Indal / Hindalco or equivalent		
13	Water proofing material / compound.	CICO – I / Roff / Sika/ Dr. Fixit/ Pedilite or equivalent		

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14	Glazed Tiles	Johnson / Cera / Nitco / Regency / RAK/ Kajaria or equivalent		
15	Ceramic Tiles (Non-Skid)	Johnson / Cera / Kajaria or equivalent		
16	Cement Concrete (Chequered) Tiles	Nitco / Bharat / Johnson & Johnson or equivalent		
17	Vitrified Tiles	Johnson / Cera / Kajaria or equivalent		
18	Glass Mosaic Tiles	Italia / Nitco / Regency or equivalent		
19	Synthetic Enamel Paint	Dulux / Asian / Nerolac / Berger or equivalent		
20	Oil Bound Distemper	Dulux / Asian / Nerolac / Berger or equivalent		
21	Plastic Paint	Dulux / Asian / Nerolac / Berger or equivalent		
22	Panelled Doors	National / Century / Swastik / Kitply or equivalent		
23	P.V.C. Doors	Sintex / Mihir / Fixopan or equivalent		

### **B. PLUMBING WORK**

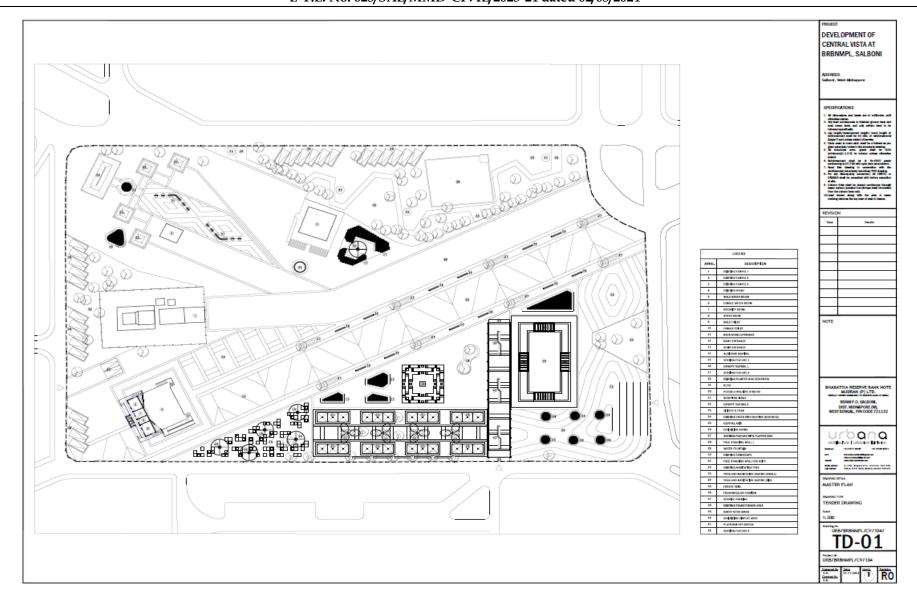
Sl. No.	Description of Item/ Material	Preferred Make/Model/Brand			
1	Vitreous china sanitary ware	Hindware / Parryware / Cera / Somany /			
	(ISI mark)	Kajaria or equivalent			
2	Seats & Covers solid (W.C.)	Hindware / Parryware / Cera / Somany /			
		Kajaria or equivalent			
3	PVC Low level flushing cisterns	Hindware / Parryware / Cera / Somany /			
	T V G BOW Tever Hushing eisterns	Kajaria or equivalent			
4	C P Fittings / Toilet Accessories	Jaquar / Aquel / ESS ESS / Marc / Somany or			
	ISI Marked	equivalent			
5	UPVC Pipes (S/W/R Pipes)	Ashirbad / Supreme / Finolex / Prince/			
		Astral or equivalent			
6	Centrifugal cast CI Pipes &	TATA / RIF / Neco or equivalent			
	Fittings	initing this give of equivalent			
7	G.I. Pipes (B-Class)	ITC / Tata / Zenith or equivalent.			
8	G.I. Fittings (ISI Brand)	Unik / AMCO / Tata or equivalent.			
9	Gunmetal valves (Full way,	Leader / Zoloto (with ISI mark) / Sant or equivalent.			
	check and globe valves)				
10	S.W. Pipes / Fittings & Gully	Perfect / Tirmurti / Bharat or equivalent.			
	traps				
11	Ball valves	Voltec / Zoloto or equivalent.			
12	Stainless steel sinks	Kajaria / Johnson / Nirali / Neelkanth or			
		equivalent.			

Relevant documents like technical data, literature, drawings, and other documents may be submitted along with Techno-commercial Bid (Part-1).

# 3. Tender Drawings (TD-01, TD-21, TD-22, TD-08, TD-09, TD-31 & 3D View Diagram) are enclosed as follows:

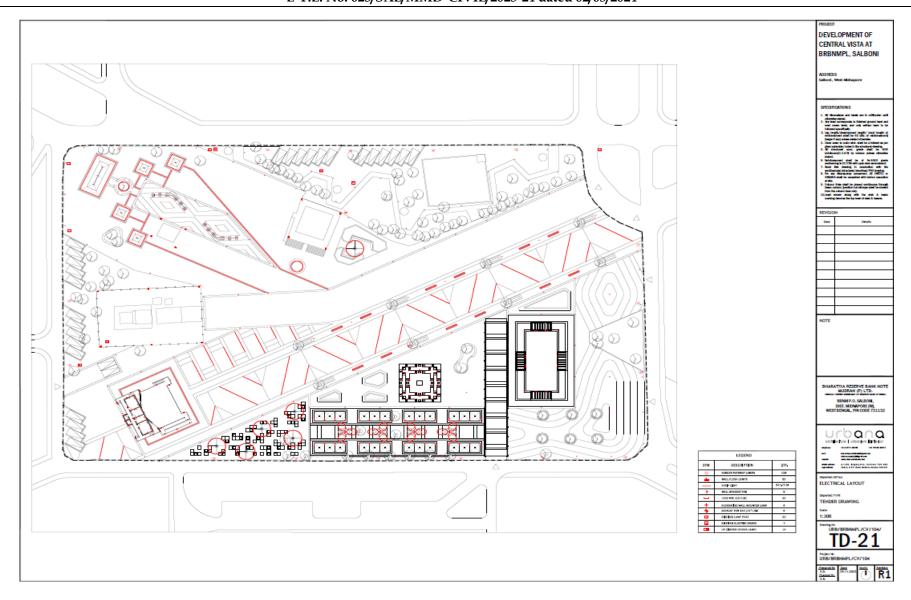
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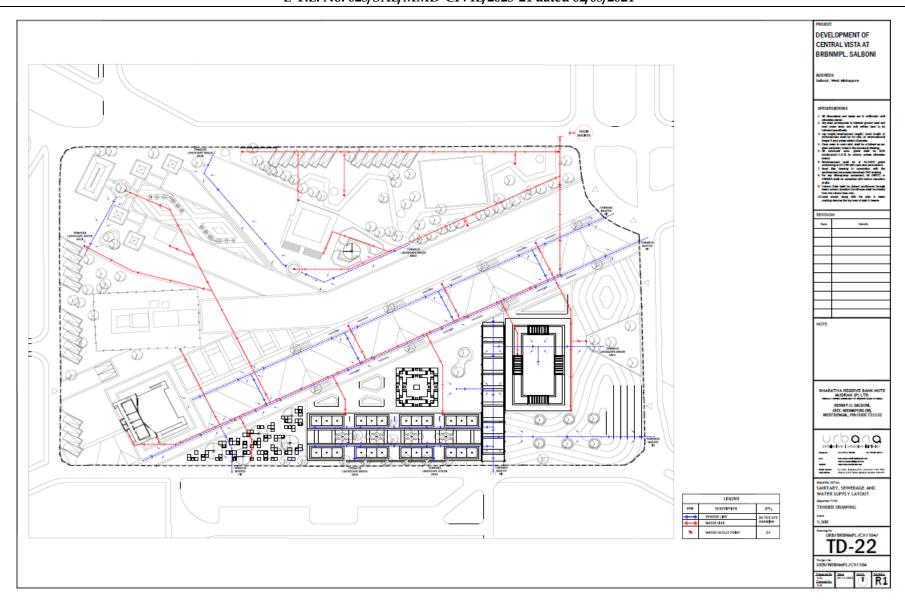
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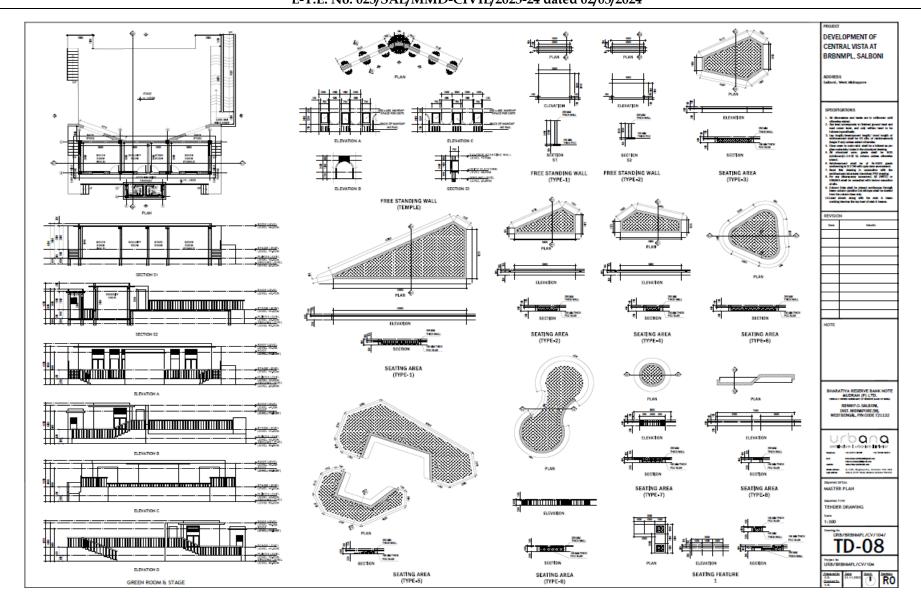
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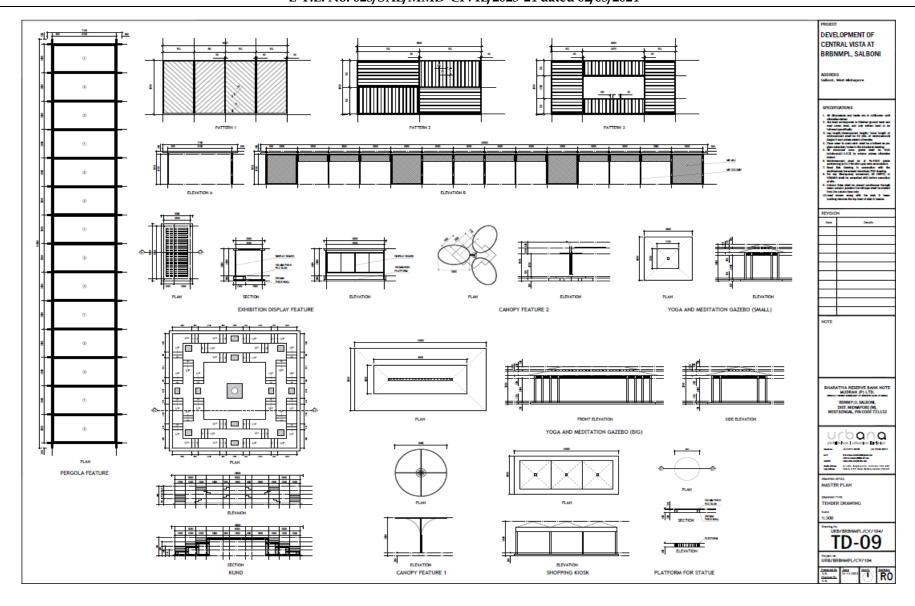
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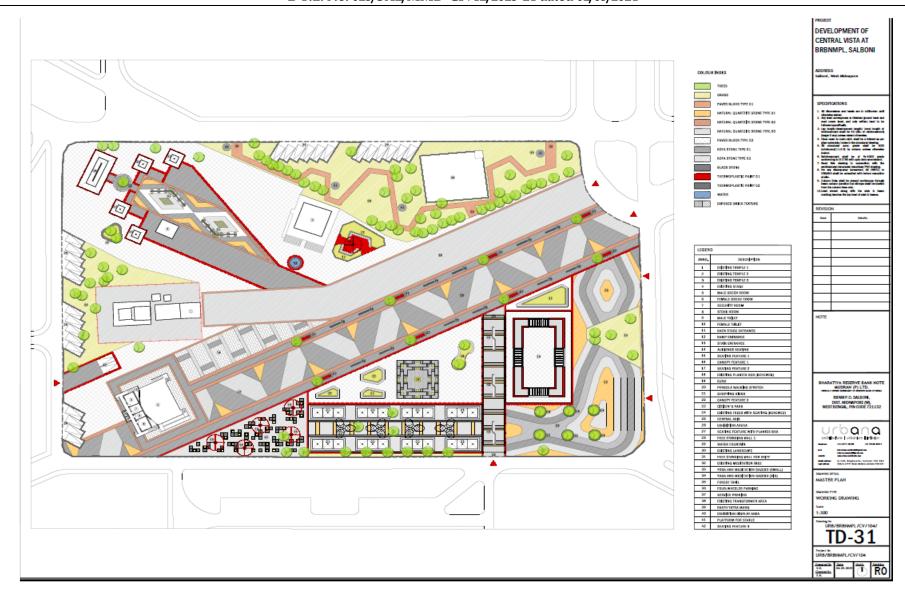
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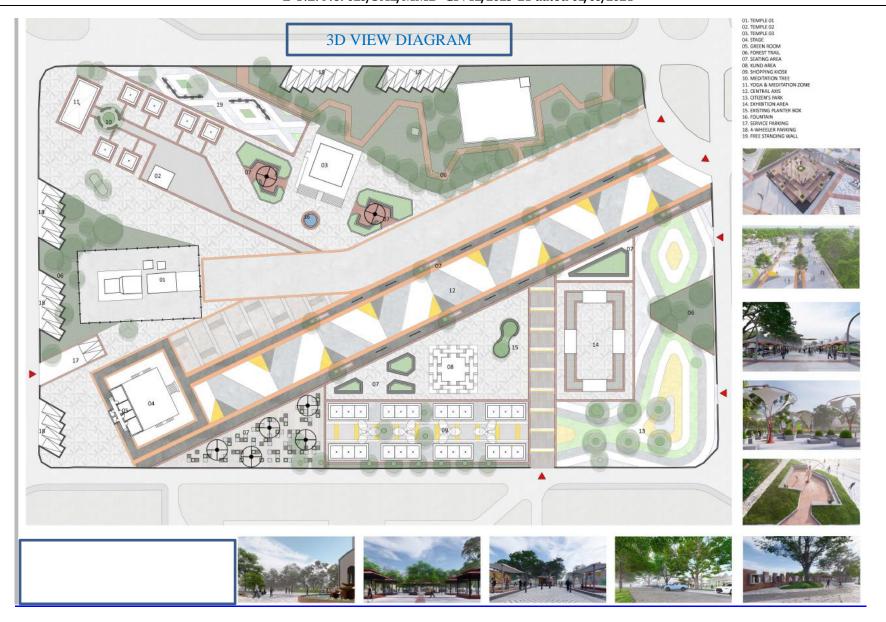
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## 4. Materials:

- a) Materials and Brands/colour shade shall comply with respective IS Specification and shall be got approved from BRBNMPL before using at site. Contractor will have to make necessary arrangement for testing of materials at his own cost, if required.
- b) Contractor has to submit copy of challan, invoice as a proof of purchase of items, as & when asked for.
- c) All materials are subject to inspection and approval of BRBNMPL. BRBNMPL shall reserve the right to reject any material when found not in conformity with specifications and terms and conditions of the Work Order in all respect. The materials should be as per specification.
- **5.** <u>Mode of Measurements</u>: Mode of measurements for all items of work shall be as per IS 1200 Method of Measurement for Building and Civil Engineering Work. Measurement for the work done shall be taken jointly with BRBNMPL in the prescribed format.

#### 6. General:

- a) The materials and workmanship shall satisfy the relevant Indian Standard, WBPWD/CPWD specification, most specifications and the Specifications contained herein and codes referred to. Where the Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall be approved by BRBNMPL Official. In case of any ambiguity, sound engineering practices shall prevail and the decision of BRBNMPL Official in such matters shall be final.
- b) The detailed specifications given hereinafter are for the items of works described in the schedule of quantities attached herein, and shall be guidance for proper execution of work to the required standards. It may also be noted that the specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities.
- c) Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of design, workmanship, quality and properties of materials and methods of testing, methods of measurements etc.
- d) Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders. In case there is no I.S.I. specification for the particular work, such work shall be carried out in accordance with the instructions in all respects, and requirements of BRBNMPL.
- e) The Contractor shall take instructions from BRBNMPL regarding collection and stacking of materials in any place. Unserviceable materials shall be stacked such that it does not hamper the day-to-day movement of people/office staff/ visitors etc.
- f) BRBNMPL is ISO 9001 2015, ISO 14001: 2015 and ISO 45001: 2018 certified company. The Contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment's etc. as per instructions of BRBNMPL Official.
- g) The Contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.
- h) BRBNMPL may depute their representative for checking and supervision of important stages of work. The Contractor shall be required to provide all facilities for inspection of works at no extra cost to BRBNMPL. Any defect in quality of work or deviations from specifications

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pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by BRBNMPL, without any cost implication to BRBNMPL.

- i) All works shall be taken over by BRBNMPL in part or in full when it has been completed in all respects and /or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all pending work, rework wherever required, site clearing and reconciliation of materials.
- j) Defects Liability Period (DLP) period shall start only after the complete work under the contract has been taken over by BRBNMPL.
- k) The Contractor has to arrange for continuous deputation of suitable quality inspector from manufacturer (as directed by BRBNMPL) to ensure execution quality with respect to Manufacturer's specification, if any.
- Supplied material, if found unsatisfactory by BRBNMPL Official, will be liable for rejection and Contractor has to replace the same immediately with new material up to satisfaction of BRBNMPL Official without any extra cost.
- m)Bidder to note that the execution jobs shall be given as and when required by BRBNMPL. However, upon intimation by BRBNMPL Official, Contractor has to mobilize at site promptly to take up the jobs. Idling charges, on any account under the provision of contract, is not admissible.
- n) The Contractor has to maintain daily progress register for the job.
- o) BRBNMPL reserves the right to interpolate or extrapolate the rate for any new item of work, not covered in Schedule of Rates, from the similar items already available in schedule of rates.
- p) In case of any class or work for which there is no specification supplied by BRBNMPL, such work shall be carried out in accordance with Indian Standard specifications and if the Indian Standard specifications do not cover the same, the work shall be carried out as per Standard Engineering practice subject to written approval of BRBNMPL Official.
- q) Unless otherwise expressly stipulated in the specifications, all mode of measurement shall be as laid down in IS Codes.
- r) Wherever any dispute regarding mode of measurement arises, the decision of BRBNMPL Official in writing will be final and binding on contractor.
- s) Unless otherwise mentioned specifically in the description of item itself, the rate for any item of work will apply for any position and up to any height for inside walls as well as outside vertical walls.
- t) Unless otherwise mentioned elsewhere in the tender document, all scaffolding required for carrying out the works shall be provided by the Contractor within the quoted rates.
- u) All the precautions such as covering windows by plywood/tin sheets & tying stitched Hessian / fishing net to external face of the scaffolding shall be taken. The debris shall be taken down & stacked or carted away as directed. Necessary barricades shall be provided to obstruct entry of public to avoid accidents.
- v) Tools & Tackle: No tools, machines, fabric, manpower or otherwise required in the satisfactory execution of Contract shall be provided by BRBNMPL, Salboni. Contractor shall furnish all tools & tackles, instruments, supervisory personnel, labour, materials, consumables and everything necessary, whether or not such items are specifically stated herein for completion of the job in accordance with the requirements of the Contract and nothing extra shall be payable in this regard.
- w) The Contractor shall afford every reasonable facility for carrying out all works relating to civil works and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

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- x) BRBNMPL reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- y) Responsibility against damage caused: The Contractor shall be responsible for any damage caused to the existing system/ property due to (i) Negligent Act (ii) Wrong Operation (iii) Mishandling by Contractor's employees and Contractor has to pay the entire amount / charges for repair / replacement.

### 7. Supervisor and Site Order Book:

- a) Supervisor satisfying the criteria of "B.E. (Civil) with minimum 03 years OR Diploma (Civil) with minimum 05 years post qualification experience in civil construction works" must be deputed for supervision of works. The testimonials and experience certificate shall be submitted before starting the work. Supervisor shall take instructions from BRBNMPL Official, attend meetings, co-ordinate regularly on the progress of work and prepare gate pass for labours and materials, etc. The work should not suffer due to lack of supervision, manpower and materials.
- b) A Site order book shall be maintained on site and it shall be the property of BRBNMPL and the Contractor shall promptly sign orders given therein by BRBNMPL Official and comply with them. The compliance shall be reported by Contractor to BRBNMPL Official in good time so that it can be checked. The Contractor will be allowed to carry out the instruction therein from time to time. The Contractor also has to maintain records of area measurement (in L x B x H format), daily progress report, as per the plan for the work executed and make it available for inspection to BRBNMPL as and when required.

#### 8. Responsibilities of the Contractor:

- a) The Contractor shall obtain all registration(s)/permission(s)/license(s), etc. which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.
- b) The Contractor shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Contractor shall further observe and comply with all Government Laws concerning pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Contractor is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirements of Law.
- c) The Contractor shall at all times indemnify and keep indemnified BRBNMPL against any/all claims of/by its employees including but not restricted to the claims under the Workmen's Compensation Act, 1923; Payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other personnel of the Contractor or in or any other laws or rules made there under, by any person, whether in the employment of the Contractor or not, who provided or provides the said services under the Agreement.
- d) It is clearly understood by the Contractor that the persons employed by the Contractor for providing services as mentioned herein, shall be the employees of the Contractor and not of BRBNMPL. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Contractor who shall be liable to make

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payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, Bonus, Gratuity, uniform, PPE, etc.

- e) That the employees/personnel of Contractor rendering the services under this Agreement, shall never be deemed to be the employees of BRBNMPL in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Contractor for rendering the said services.
- f) The services to be rendered by the Contractor under the Agreement will be under close supervision, co-ordination & guidance of BRBNMPL. The Contractor shall frame appropriate procedure for taking immediate action as may be advised by BRBNMPL from time to time.
- g) BRBNMPL shall always have the right to conduct a search of the Contractor's employees/agents and/or any of their vehicles used for transportation of materials while entering/going out of the factory premises or inside the premises.
- h) If BRBNMPL notices that the personnel of the Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Contractor who will devise corrective steps immediately to avoid recurrence of such incidents and report to BRBNMPL its action plan.
- i) If any of the personnel of the Contractor indulges in theft or any illegal/irregular activities, misconduct, the Contractor will take appropriate action against its erring personnel and intimate accordingly to BRBNMPL.
- j) The employees/agents of the Contractor shall never be considered to enjoy any right to enter the premises of BRBNMPL by virtue of this Agreement or otherwise at any time except with the permission of BRBNMPL.
- k) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in this Agreement for any reasons whatsoever, BRBNMPL shall be entitled to procure services from other sources and the Contractor shall be liable to pay forthwith to BRBNMPL the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.
- If, at any time, during the operation of this Agreement or thereafter BRBNMPL is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or expersonnel of the Contractor or to any third party, the Contractor shall immediately pay to BRBNMPL all such amounts and costs also and in all such cases/events the opinion of BRBNMPL shall be final and binding upon the Contractor. BRBNMPL shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Contractor and if such amount is not fully recovered, BRBNMPL shall be entitled to recover the balance amount through legal recourse.
- m) The Contractor should agree to absolve BRBNMPL from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Contractor. It is clearly understood that should BRBNMPL be called upon to make any payment to any Authority, the Contractor shall reimburse such amounts to BRBNMPL whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on BRBNMPL for any default of the Contractor or its employees committed during the operation of this Agreement, the Contractor shall pay such amount on demand without protest.
- n) If Contractor commits breach of any covenant or any clause of this agreement, BRBNMPL may send a written notice to the Contractor to rectify such breach within the time limit specified in such notice. In the event the Contractor fails to rectify such breach within the

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- stipulated time, the Agreement shall forthwith stand terminated and the Contractor shall be liable to BRBNMPL for losses or damages on account of such breach.
- o) The Contractor shall give the services on all days during the period of contract as per BRBNMPL's requirement.
- p) All the above services and any other work of similar nature, which will be entrusted to the Contractor from time to time by BRBNMPL, are to be rendered without causing any hindrance or disturbance to any staff member of BRBNMPL working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of neatly and hygienically maintained premises.
- **9.** <u>Cleanliness of Site</u>: Contractor is required to ensure complete cleanliness at the site. Debris and residue generated during the day's work should be disposed of at a place outside the premises and land (property) of BRBNMPL, Salboni immediately to the satisfaction of BRBNMPL.

#### 10. Statutory Compliance:

- a) Compliance of all Statutory obligations, as applicable from time to time, as per
  - (i) The West Bengal Co-operative Societies Act, 2006
  - (ii) The Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules 1971
  - (iii) The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996
  - (iv) The Employees State Insurance Act 1948, Rules and regulations 1950 (and as amended time to time).
  - (v) West Bengal State Tax on Professions, Trades, Callings and Employments Act, 1979
  - (vi) The West Bengal Labour Welfare Fund Act, 1974
  - (vii) The Payment of Wages Act 1936
  - (viii) The Minimum Wages Act, 1948, & Rules 1958 and its amendment
    - (ix) The Payment of Bonus Act, 1965 and its amendment
    - (x) The Employees Provident Fund & Miscellaneous Provisions Act, 1952 and its amendment
    - (xi) The Workmen's Compensation Act 1923
  - (xii) The Contractor's All Risk Policy (CAR Policy)
  - (xiii) The Child Labour (Prohibition & Abolition) Act, 1986
  - (xiv) The Construction and Demolition Waste Management Rules, 2016
  - (xv) The Solid Waste Management Rules, 2016
  - (xvi) The Environment Protection Act, 1986 and its amendment
  - (xvii) The Motor Vehicles Act, 1988, The Motor Vehicle (Amendment) Act, 2019 and the Rules made thereunder
- (xviii) The Goods and Services Tax Act, 2017 and its amendments (if any)
  - and/or any other relevant Act(s) will be deemed to be part of this Contract and the Contractor shall be directly responsible to the Authorities there under for Compliances of the Provisions under the aforesaid Acts. In case of any breach of any Law, Rules, Notifications

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applicable to the employees of the Contractor, the Contractor alone shall be responsible and liable for any Act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged / employed by him for discharging the obligations under this Agreement.

- b) The Contractor shall obtain appropriate Labour License under the Contract Labour (Regulation and Abolition) Act, 1970 and the Central Rules, 1971 as amended up to date and shall comply with all the terms and conditions thereof strictly and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
- c) The Contractor shall not appoint any Child Labour.
- d) The ESI / Workmen Compensation and suitable Medical Insurance Policy including BOCWW Cess: The Contractor should cover its employees / workmen under the ESI coverage. In the absence of ESI for non-implemented areas, the Contractor shall undertake Workmen Compensation Insurance to take all the liability under the Workmen's Compensation Act, 1923. The total premium shall be borne by the Contractor. The Contractor shall submit the relevant document pertaining to the payment of premium along with a copy of Insurance Policy to us within fifteen days from the placement of our work order and also an undertaking towards payment of BOCWW Cess, wherever applicable.

### 11. <u>Incompletion / Discontinuation of work:</u>

- a) If the work is not completed in all aspects or delayed beyond reasonable time or Contractor discontinues the work abruptly, then BRBNMPL reserves the rights to get the remaining work/uncompleted work done through any other agencies at the risk and cost of the Contractor. In such cases, the pending claims and Security Deposit of the Contractor shall be forfeited.
- b) BRBNMPL Official may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
  - (i) If the Contractor having been given by BRBNMPL Official a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
  - (ii) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of BRBNMPL Official (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from BRBNMPL Official.
  - (iii) If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by BRBNMPL Official.
  - (iv) If the Contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by BRBNMPL Official.

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#### 12. Safety Measures:

- a) The Contractor should scrupulously conform to the safety and security norms as stipulated by BRBNMPL, while working in the security area.
- b) The Contractor shall take all the precaution while executing this work. Protective gear such as Safety Helmets, Boots, Belts, Gloves. PPE masks etc. shall be provided by the Contractor at his own cost to all his workers at site. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at site. BRBNMPL shall have the right to stop any person not wearing such protective gear from working on the site.

### 13. <u>Deviation, Extra items and Pricing:</u>

- a) In the case of deviation / variation of quantity of the BOQ items, these shall be paid as per the rate mentioned in the Contract.
- b) In case of extra items (items that are completely new), Contractor may claim rates supported by proper analysis for the work and BRBNMPL on receipt of the claims supported by proper analysis, after giving consideration to the analysis of the rates submitted by the Contactor, determine the rates on the basis of the market rates or rates mentioned in the WBPWD or CPWD rate schedules.
- c) Payment of Extra items in case of non-schedule items (Non WBPWD OR Non CPWD items) shall be made as per the prevailing market rate on submission of proper market rate analysis by the Contractor with proper justification of rates.
- **14. Sub Contracts**: Sub contracting either before or after participation is **not allowed** for this tender. This contract is to be executed **only by the successful bidder** to whom the order will be issued.

#### 15. Security Norms, Rules and Regulations:

- a) BRBNMPL is a Security Organization and the premise is declared as 'Prohibited Area' by the Govt. of West Bengal. Hence, the Contractor has to abide by the security rules of 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. Any employee of the Contractor, if found by 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 for the integrity of the employees engaged by the Contractor.
- b) While applying for pass, Contractor must enclose copy of address proof (Aadhaar Card or Voter ID card or Ration Card or Driving License or Passport etc.) for all the workers for whom Gate Pass has been requested. The details shall be submitted in the following format:

Sl.	Name of	Father's	Age	Present	Identification	Signature of the
No.	Persons	name		Address	mark	individual

16. Accommodation / Office: On specific request from the Contractor, subject to the availability BRBNMPL may provide space at a prescribed rent & other charges like electricity, garbage cleaning etc. in accordance with the prevailing rules of BRBNMPL to allot such accommodation. A separate agreement has to be executed in this regard. The Contractor must always be in a position that whenever any directive for vacating of said premise is issued, he shall, without raising any objection, peacefully vacate the same. The Contractor is liable for any misconduct by residing persons, cleanliness and damage of the property.

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# GENERALSPECIFICATIONS (INCLUDING MODES OF MEASUREMENT)

## (A) MATERIALS

#### **GENERAL**:

All materials to be used in works shall conform to Indian Standards Specification as published by B.I.S from time to time (and in the absence thereof as approved by BRBNMPL Official). Unless specifically mentioned otherwise the following modes of measurements shall be adopted. In general, the mode of measurement of the civil engineering works shall be guided by I.S.I. Code No.: 1200-1964 (Revised) for Indian Standard Method of measurement of Building work.

#### A-1 Bricks

All bricks shall be of approved quality of standard specifications, made of good brick earth, uniform deep red, cherry or copper colour, thoroughly burnt in kiln (machine made) without being vitrified, regular in shape and size, sound, hard, homogeneous in texture, true to shape and of standard dimension and shall be free from cracks, chips, flaws, stones or humps of any kind and shall not show appreciable signs of efflorescence either dry or subsequent to soaking in water.

The size of bricks shall be **248 mm X 120mm X 70 mm (conventional), 190 mm X 90 mm X 90 mm (modular).** The Bricks shall emit a clear ringing sound on being struck and have minimum crushing strength of 105 kg/sq.cm. All the bricks which absorb water more than 20% of their own dry weight after 24 hours immersion in cold water shall be rejected.

## A-2 Coarse Aggregates for Cement Concrete Works:

Stone chips or stone ballast for cement concrete (plain or reinforced) shall be hard, of uniform and fine texture free form faults or planes of weakness and free from weathered faces. The ballast or chips must be free from loam, clay or any surface coating, free from organic matter or other impurities and screened, free of dust. Stone of black and hard variety as is generally available from quarries in Pakur or Chandil areas will be normally used. Stone aggregates from other sources may also be used provided the same is found suitable in the opinion of BRBNMPL Official. The opinion of BRBNMPL Official must be recorded in writing. The ballast or chips shall be obtained by breaking from large blocks and must be more or less cubicle in shape.

**Size of Coarse Aggregates:** For any of the following nominal sizes of graded coarse aggregates, grading shall be in conformity with the requirements laid down in the Indian Standards Specification IS: 383-1963 asshown below in Table 1.

**TABLE** \_ 1

IS. Sieve Designation	Percen	tage passing for grad	ed aggregate of nom	inal size
1	40mm	40mm	40mm	40mm
I	2	2	2	2
80 mm	100			
63 mm				
40 mm	95-100	100		
20 mm	30-70	95-100	100	100
16 mm			90-100	
12.5 mm.				90-100
10 mm.	10-35	25-55	30-70	40-85
4.75 mm.	0-5	0-10	0-10	0-10
2.36 mm.				

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When coarse aggregates brought to the site is ungraded, single size coarse aggregates of different nominal sizes, conforming to the requirements vide **Table II** given below, shall be mixed at site with the other ingredients of concrete either directly in the mixture or on the platform in the proportion indicated in **Table III** below:

TABLE II

IS. Sieve Designation	Percentage passing for single sized aggregate of nominal size					
	63mm	40mm	20mm	16mm	12.5mm	10 mm
1	2	3	4	5	6	7
80 mm	100					
63 mm	85-100	100				
40 mm	0-30	85-100	100			
20 mm	0-5	0-20	85-100	100		
16 mm				85-100	100	
12.5 mm.					85-100	100
10 mm.	0-5	0-5	0-20	0-30	0-45	85-100
4.75 mm.			0-5	0-5	0-10	0-20
2.36 mm.						0-5

TABLE \_\_III

SI. No.	Cement concrete mix	Nominal	Parts of	Parts of	Parts of	Parts of	Parts of aggregate of
IVO.	concrete mix	size of aggregate	aggregate of size 50 mm.	aggregate of size 40 mm.	aggregate of size 20 mm	aggregate of size 12.5 mm	size 10 mm.
1	2	3	4	5	6	7	8
1.	C.C1:6: 12	63mm	9		3		
2.	C.C.1:6:12	40mm		9	3		
3.	C.C.1:5:10	63mm	7½		2½		
4.	C.C. 1:5:10	40mm		7½	2½		
5.	C.C.1:4:8	63mm		6	2		
6.	C.C.I:4:8	40mm		6	2		
7.	CC. 1:3:6	63mm	41/2		1½		
8.	CC. 1: 3 : 6	40mm		4½	1½		
9.	CC. 1:3:6	20mm			4½		1½
10.	C.C.1:2:4	40mm		2½	1		1½
11.	C.C.1:2:4	20 mm			3		1
12.	C.C.1:2:4	12.5mm				3	1
13.	C.C. 1:½:3	20 mm			2		1

**Notes:** The Proportions indicated in **Table III** above are by volume. These proportions may be varied somewhat by BRBNMPL Official after making sieve analysis of the aggregates brought to the site, when considered necessary for obtaining better density and strength of concrete, void ratio in the tune 0-25

**All-in-aggregates:** If combined aggregates are available, they need not be separated into fine and coarse. But necessary adjustment may be made in the grading by the addition of single sized aggregates. The grading of the all-in-aggregate when analyzed as described in IS: 2386 (Part I) shall be in accordance with **Table IV**.

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TABLE - IV

I.S. Seive Designation	Percentage passing for all-in-aggregate		
	40mm	20mm	
	Nominal size	Nominal size	
1	2	3	
80 mm	100		
40 mm	95-100	100	
20 mm	45-75	95-100	
4.75 mm	25-45	30-50	
600 micron	8-30	10-35	
150 micron	0-6	0-6	

- (i) Gravel, for use as coarse aggregates in cement concrete work must be hard, absolutely free from surface coating and on being broken, the fractured surface must indicate a uniform and fine texture free from laminations or planes or weakness. It shall be thoroughly washed and free from any foreign elements.
- (ii) Ihama chips for cement concrete work shall be obtained by breaking good quality Jhama bats, must not be spongy or with any coating of foreign materials and should be homogeneous in texture. The chips shall be more or less cubicle in shape.

All coarse aggregates for concrete works must be well graded. These shall be screened for removal of dust and if so necessary in the opinion of BRBNMPL Official, shall he washed at the cost and expenses of the contractor.

#### A-3 Coarse Aggregates for Lime concrete Works

- (i) Brick aggregates for lime concrete in foundation or flooring shall consist of approved, clean, hard and well-burnt Jhama khoa. The khoa be well graded and unless otherwise specified shall pass through 32 mm. ring.
- (ii) Brick aggregates for Lime Terracing work on roof shall consist of khoa broken from 1<sup>st</sup> class brick bats and unless otherwise specified shall pass through 25 mm ring and be suitably graded.

#### — A-4 Sand

All sand shall be clean sharp and free from clay, loam, organic or any other foreign matter, shall be obtained from approved source. The contractor shall get the sample of sand to be used in different kinds of works approved by BRBNMPL Official before using the same in work. Sand which in the opinion of BRBNMPL Official or his representative is dirty, must be washed to his satisfaction at the cost and expenses of the contractor.

- (i) Sand for all cement concrete work must be coarse. The sand shall pass through a mesh, 4.75 mm. square measured in the clear. Sand shall not be used for concrete works if it contains more than 10% of fine grains passing through a 76 mesh sieve as used for cement test, nor should the fineness modulus be less than 2.00 unless specific permission is obtained from BRBNMPL Official.
- (ii) Medium sand may be used for cement mortar, for masonry, plaster etc. fineness modulus shall bebetween 2 and 1.8.
- (iii) Sand filling in plinth or foundation where specified may be done with fine sand or Silver sand.

#### — *A-5 Cement:*

Cement bags must be stored in a water-tight shed having wooden floor or platforms raised at least 50 mm. from ground as approved by BRBNMPL Official. Cement which is partially set or

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which is lumpy or caked is to be treated as damaged and shall be removed from the site immediately.

#### — A-6 Steel

All steel shall be clean and free from loose mill scales, dust, loose rust and coats of paints, oil or other coatings. Any scale or loose rust shall be removed before use, even though the same may have been supplied by the Department without any claim for extra charge for the same.

## A-7 Timber

All timber shall be of best quality well-seasoned and/or well-treated for preservation and protection against decay etc. It shall be uniform in substance, straight in fibre, free from large or dead knots, sap, flaws, sun- cracks, shakes or blemishes of any kind. Any insect damage or splits across the grain shall not be permissible. The colour of the timber shall be uniform throughout, firm and shining with a silky luster when planed and shallnot emit dull sound when struck.

#### A-8 Glass

All glasses shall be of the specified type, colour visibility and sound and shall be free from cracks, flaw, spick, bubbles and blemishes and shall not weigh less than 7.4 kg/sqm unless otherwise specified.

## A-9 Timber Doors, Windows etc. and their Fittings

- (i) Door and window work shall be carried out as per detailed drawings or as directed by BRBNMPL Official, Specified timber shall be used, and it shall be sawn in the direction of the grains and be straight and square.
- (ii) Fittings shall be of iron, brass, and aluminium or as specified. These shall be well made, reasonably smooth and free from sharp edges, corners, flaws and other defects. Screw holes shall be counter sunk to suit the head of specified wood screws. Iron fittings shall be finished bright or black enameled or copper oxidised. Brass fitting shall be finished bright or, (brass) oxidised chromium plated (etc. treated) & aluminium fittings shall be finished bright or anodised or as specified. Fittings shall be got approved by BRBNMPL Official before fixing. In case of renewal works, the new fitting shall, as far as possible, match with the existing ones. Screws shall be driven home with screw driver and not hammered in.

## A-10 Paint etc.

All paints shall be delivered in strong containers, marked with the colour of the paint, brand, volume of paint content in litres and of the best quality of approved make and brand as approved by BRBNMPL Official. Under no circumstances shall the paint be diluted with Linseed oil or otherwise. Any paint or enamel although of approved brand, which so hardens in the container that it cannot be readily broken up with a stirrer to a smooth uniform painting consistency, shall be rejected. Any paint or enamel too thick for proper brush application shall be rejected.

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## (B) EXECUTION

**GENERAL:** All works shall be carried out in proper manner. Items of works not covered by the following shall be carried out as per best practice according to directions of BRBNMPL Official and to his satisfaction. Unless otherwise specified in this section or in the description of item, the cost of all stages of works mentioned hereunder shall be deemed to have been included in the rates of items provided in the Schedule.

## *B-1* Excavations of Foundation and Filling up Trenches:

- (i) Foundation when excavated to the level shown in the drawing will be shown to BRBNMPL Official and if on account of bad ground or for any reason whatsoever he decides to go deeper with the foundation, the contractor shall excavate further to the depths required by BRBNMPL Official. In no case shall the foundation soling or concrete be laid prior to receiving orders to that effect from BRBNMPL Official or his authorized representative.
- (ii) Excavating shall include throwing the excavated earth at least one metre or half the depth of excavation, whichever is more, clear of the edge.
- (iii) The excavated areas around the foundation of structures are to be filled up properly to the required levels with earth obtained from excavation or other materials as directed, well rammed with water and consolidated in layers not exceeding 150 mm. at a time. The quantity for this item of work will be measured on the basis of quantity of excavation paid for less the volume occupied by the structure in foundation.

## *B-2 Cement concrete Works (Plain or Reinforced):*

(i) Shuttering and Staging: Wherever necessary, shuttering and staging must be provided. Unless otherwise stated no payment will be made for such shuttering or staging and the cost thereof will be deemed to have been covered by the rate for relevant finished item of work. Where payment for shuttering has been specified, the rate shall be deemed to cover the cost of the necessary staging as well. Payment, if any, for shuttering will be on the basis of surface area of shuttering in actual contact with concrete.

Shuttering may be of approved dressed timber true to line, not less than 25 mm. thick. Surface to be in contact with concrete are to be planed smooth except where otherwise stated. As an alternative, sufficiently rigid steel shuttering may be used. In every case, joints of the shuttering are to be such as to prevent the loss of liquid from concrete. In timber shuttering the joints must be perfectly closed and the entire shuttering surface shall be covered with polythene sheets of approved quality. In case of steel shuttering also the joints are to be similarly lined.

All shuttering and framing must adequately be stayed and braced to the satisfaction of BRBNMPL Official for properly supporting the concrete during the period of hardening. It shall be so constructed that it may be removed without shock or vibration to the concrete.

Before the concrete is placed, the shuttering shall, if considered necessary be coated with and approved preparation for preventing the adhesion of the concrete to the moulds, and it is to be of such a nature and so applied that the surface of the finished concrete is not stained. Care shall also be taken that such approved preparation shall be kept out of contact with the reinforcement.

In no circumstances shall forms be struck until the concrete reaches strength of at least twice the stress of which the concrete may be subjected at the time of striking.

Interior of all moulds and boxes must be thoroughly washed out with a hosepipe or otherwise so as to be perfectly clean and free from all extraneous matter prior to the deposition of concrete.

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All form works shall be removed without shock or vibration. Before the form work is stripped, the concrete surface shall be exposed where necessary in order to ascertain that the concrete has hardened sufficiently. In normal weather and with ordinary cement, vertical or side shuttering may be removed after three days and the bottom shuttering of horizontal members after fourteen days in case of slabs and twenty one days in case of beams and cantilevers etc. from the date of placing the last portion of the concrete in the structure. The above are the minimum and may be extended if found necessary. Before stripping the shuttering of structural members the contractor shall take prior per mission of BRBNMPL Official or his representative.

No plugs, bolts, ties, hold fasts or any other appliances whatsoever for the purpose of supporting the shuttering are to be fixed in the structure or placed in such a way that damage might result to the work in removing the same when the shuttering is struck.

(ii) Scaffolding: The scaffolding must be strong and rigid stiffened with necessary cross bracers and always decked and boarded on the sills with close boarded veiling and swings to prevent any injury to persons or materials. The contractor shall have to allow other traders to make reasonable use of his scaffolding as and when directed by BRBNMPL Official.

If for the interest of the work contractors have to erect scaffolding in others properties including local bodies or corporation, the arrangement for the same including the cost of licensing fees etc. shall have to be borne by the contractor and the department should be kept free from any liability on this account.

(iii) Mixing, Placing and Compacting: The proportion specified is by volume in dry rodded condition of the different constituents.

Boxes of suitable sizes shall be used for measuring sand and aggregate. The unit of measurement for cement shall be bag of cement weighing 50 Kg. and this shall be taken as 0.035 cubic metre while measuring the aggregate, shaking, ramming or hammering shall not be done. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand allowances for bulkage be made. The aggregate in each batch of concrete are to be proportioned as to contain full bags of cement.

Normally all structural concrete shall be mixed in mixture machine in appropriate proportion, shall have to be vibrated with suitable vibrator. Mixing shall be continued until there is uniform distribution of the materials and the mass is uniform in colour and consistency, but in no case mixing shall be done for less than two minutes. The rates appearing in the Schedule of Rates against such items are inclusive of hire and operational charges of such appliances. For a particular job BRBNMPL Official may allow hand mixing and or hand tapping of concrete In case of hand mixing concrete, extra cement up to 10% over the standard requirement of cement for machine mix of particular mix shall have to be provided by the contractor at his own cost. As the bulking of sand may vary from day to day and at different parts of the day on account of varying moisture content, frequent tests for bulking shall be carried out with the sand to be used and amount of bulking allowed for in the field mix so as to keep the actual proportion constant through- out.

Only such quantities as are required for immediate use are to be mixed at any one time. Sufficient water is to be added to obtain proper workability so that the mixture may flow readily round the reinforcement and into every part of the moulds. The workability shall be measured by the amount of slump.

The quantity of water to be used for each mix of 50 kg cement to give the required consistency shall not be more than 34 litres for 1:3:6 mix, 32 litres for 1:2:4 mix, 30 litres for 1:11/2:3 mix

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and 27 litres for 1:1:2 mix. In the case of vibrated concrete, the limit specified may be suitably reduced to avoid segregation.

**Nominal Mix Concrete** may be used for concrete of M20 or lower. The proportions of materials for nominal mix concrete shall be in accordance with the following table.

## Proportions for Nominal Mix Concrete

Grade of	Total Quantity of Dry Aggregates by Mass	Proportion of Fine	Quantity of
Concrete	per 50 Kg of Cement, to be Takenas the	Aggregate to Coarse	Water per 50Kg
	Sum of the Individual Masses offine and	Aggregate (by Mass)	of Cement, KG.,
	Coarse Aggregates. Kg. Max	, , ,	Max
M 5	800	Generally 1:2 but	60
M 7.5	625	subject to an upper	45
M 10	480	limit of 1 : 11/2 and	34
M 15	330	lower limit of 1:21/2	32
M 20	250		30

**Note:** The proportion of the aggregates should be adjusted from upper limit to lower limit progressively as the grading of the aggregates becomes finer and the maximum size of coarse aggregate become larger. Graded coarse aggregate shall be used.

**Example:** For an average of fine aggregate (that is, Zone II). The proportions shall be 1:½, 1:2 and 1:2½ for maximum size of aggregates 10 mm, 20 mm and 40 mm respectively.

The total water content in each batch of concrete shall always be kept constant as the amount previously determined by experiments. The quantity of water to be actually added may, therefore, vary depending on moisture content in the aggregates. In actual job, if the quantities of the ingredients remain constant, the amount of slump may be taken as a good guide indicating the total water content in the mixture. The consistency and consequently the water content of the concrete shall therefore be kept constant and checked from time to time as work proceeds, by means of standard slump test. The slump tests shall be carried out with concrete immediately after it has been mixed and before any initial set has commenced, the sample being taken preferably at the point where the concrete is being delivered for placing in the moulds.

The mould shall then be removed by rising vertically immediately after filling. The moulded concrete shall then be allowed to subside and the height of the specimen measured after coming to rest

The consistency shall be recorded in terms of millimeters of the subsidence of the specimen during the test, which is known as slump.

The following slumps shall be adopted for different works.

Sl. No.	Type of Work	SLUMPS	
		When vibrator	When vibrators
		are used	are not used
1.	Mass concrete in foundationfootings, retaining walls andpavements	10 to 25 mm.	50 to 75 mm.
2	Mass concrete in RCC foundation, footing and retaining walls.	10 to 25 mm.	80 mm.
3.	Beams, slabs and columns simply reinforced	25 to 40 mm.	100 to 125 mm.
4.	Thin RCC section or section with congested steel	40 to 50 mm.	125 to 150 mm

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I.S.: 456-2000 allows use of nominal mix of concrete upto grade M20 and may be allowed in works at the discretion of BRBNMPL Official and will be guided by the provision of IS 456-2000. For grade of concrete above M20, design mix has to be adopted. For determination of mix proportion for design mix concrete, the target strength should be higher than the specified characteristic strength to ensure that characteristic strength is attained at 28 days at site. According to Explanatory Hand Book on IS 456-1978 (S.P. 24 1983):

 $Target\ Strength = Characteristic\ strength + 1.65\ x\ standard deviation.$ 

Standard deviation for different grades of concrete in absence of any test may be taken as per IS: 4562000as follows:

Grade of Concrete	Assumed Standard Deviation N/mm2
M 10	3.5
M 15	3.5
M 20	4.0
M 25	4.0
M 30	5.0

Once the target strength of cube moulds with specific mix design is obtained in the laboratory, it may be inferred that the corresponding characteristic strength of concrete, prepared with the materials used in the test mould(s) cured under identical condition as that of the test specimen, shall be obtained at site at 28 days. The Explanatory Hand Book on IS: 456 1978 (S.P.-24-1983) provides an approximate formula for expressing the strength of concrete at age't' (in days),

 $ft = t_{a+bt}$  x  $f_{28}$  where  $f_{28}$  is the strength at 28 days.

ft = strength of concrete at any stage 't' (in days), a = 4.7 and b = 0.833

#### **ACCEPTANCE CRITERIA:**

The concrete shall be deemed to comply with the strength requirements when both the following conditions are met:

- (a) The mean strength determined from any group of four non overlapping consecutive test results com-plies with the appropriate limits, in Col. 2 of following table.
- (b) Any individual test result complies with the appropriate limits in Col. 3 of following table.

## Characteristic Compressive Strength Compliance Requirement

Specified Grade	Mean of the Group of 4 Non-Overlapping Consecutive Test Results in N/mm²	Individual Test Result in N/mm²	
M 15	= $f_{ck}$ + 0.825 x established standard deviation (rounded off to nearest 0.5 N/mm²) Or $f_{ck}$ + 3 N/mm² Whichever is greater	$=f_{ck}$ 3 N/mm <sup>2</sup>	
M 20 or above	= $f_{ck}$ + 0.825 x established standard deviation (rounded off to nearest 0.5 N/mm²) Or $f_{ck}$ + 4 N/mm² Whichever is greater	= f <sub>ck</sub> 4 N/mm <sup>2</sup>	

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**Note:** In the absence of established value of standard deviation, the values given in relevant Table may be assumed, and attempt should be made to obtain results of 30 samples as early as possible to establish value of standard deviation.

Concrete of each grade shall be assessed separately. Concrete shall be assessed daily for compliance.

Providing a proper construction joint; (iii) the reinforcement has been displaced beyond the tolerances specified; or (iv) construction tolerances have not been met. However, the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of BRBNMPL Official.

## Frequency of sampling:

Sampling Procedure a random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested; that is, the sampling should be spread over the entire period of concreting and cover all mixing units.

Frequency- The minimum frequency of sampling of concrete of each grade shall be in accordance with the following:

Quantity of concrete in the Work, Cu.m.	Number of Samples
1-5	1
6-15	2
16-30	3
31-50	4
51 and above	4 Plus one additional sample for
	each additional 50m <sup>3</sup> or part thereof

**TEST SPECIFICATION** The test specimens shall be made from each sample for testing at 28 days. Additional cubes may be required for various purposes such as to determine the strength of concrete at 7 days or at the time of striking the form work, or to determine the duration of curing, or to check the testing error. Additional cubes may also be required for testing cubes cured by accelerated methods as described in IS: 9013 1978. The specimen shall be tested as described in IS: 516-1959.

**TEST STRENGTH OF SAMPLE** The test strength of the samples shall be the average of the strength of three specimens. The individual variation should not be more than  $\pm$  15 percent of the average.

Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent the segregation or loss of the ingredients. It shall be deposited as nearly as practicable in the final position to avoid re-handling or flowing. Unless specially permitted by BRBNMPL Official, concrete shall not be dropped freely from a height of more than 2 metres. Before placing the concrete, the moulds should be cleaned of shavings, pieces of wood or other rubbish.

When placing the concrete the finer materials must be carefully worked against the moulds so that the faces of concrete shall be left perfectly smooth and free from honey-combing upon withdrawal of the moulds. Any defect in this respect must be dealt with by the contractor as directed by BRBNMPL Official without any extra charges thereof.

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Depositing concrete under water shall not be allowed without specific permission from BRBNMPL Official. The method of concreting to be adopted in such cases shall have to be previously approved by him.

During placing and also immediately after deposition, the concrete shall be thoroughly compacted by ramming, spearing etc. until it has been made to penetrate and fill all the spaces between and around the steel rods, around embedded fixtures, and into the corners of formwork in such a manner as to ensure a solid mass entirely free from voids. If so directed by BRBNMPL Official, in addition to usual ramming, spearing etc. sufficient number and suitable type of vibrators may have to be used on important jobs to enable working with homogeneity It is imperative that the work should be done quickly as well as efficiently and adequate numb of hands must therefore be employed to ensure this.

Concrete shall be placed and compacted in its final position before setting has commenced and shall not subsequently be disturbed.

Concreting shall be carried out continuously up to construction joints, the position and arrangement of which shall be predetermined by BRBNMPL Official or his representative. Any rest, pauses, such as for meal, shall also be subject to his approval. All concreting work should be so programmed as not to necessitate work at night. If for any reason this becomes imperative, the contractor shall obtain previous permission of BRBNMPL Official or representative and make proper lighting arrangements, at own cost, to his satisfaction.

(iv) Protection and Curing: The contractor shall adequately protect freshly laid concrete, about 1 to 2 hours after its laying from too rapid drying due to sunshine, drying winds etc. and also from rains or surface water and shocks. About 24 hours after laying of concrete, the surface shall be cured by flooding with water of minimum 25 mm. depth or by covering with wet absorbent materials. The curing shall be done for a minimum period of 7 days. Over the foundation concrete the masonry work may be started after 48 hours of its laying, but the curing of cement concrete shall be continued along with masonry work for a minimum period of 7 days.

In case of cement concrete used as sub-grade for flooring, the flooring may be commenced with 48 hours of the laying of sub-grade. In case it is not possible to do so due to exigencies of work. the subgrade shall be roughened with steel wire brush without disturbing the concrete, wetted with neat cement slurry at the rate of 1.75 kg of cement per square metre applied to the base before laying floor, and full rate of artificial stone flooring/mosaic will be paid with the specific orders of BRBNMPL Official. The curing to be continued along with top layer of flooring for a minimum period of 7 days.

(v) **Construction Joints:** All joints in slabs and other horizontal members are to be formed by inserting vertical boards against which the concrete deposited can be properly rammed. The position where such joints may be made will be indicated by BRBNMPL Official or his representative.

In the case of horizontal joint any excess mortar or laitance shall be moved from the surface after the concrete is deposited and before it has set.

When the work has to be commenced on a surface which has hardened, such surface shall be well roughened and all laitance removed; the surface shall then be swept clean, thoroughly wetted and covered with a thin layer of mortar composed of equal volumes of cement and sand. Such works shall be deemed to be covered by the rates for concrete.

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(vi) Minimum Crushing Strength: For major RCC work, (where concrete is specified by strength) the mix should not be leganer than 1:11/:3 so as to give ultimate crushing strength not less than 25 N/Sq. mm. at 28 days cured under field condition. The mix for the concrete is to be so adopted and the slump is to be so allowed as to give specified strength and proper workability at the existing site conditions. Contractor shall remain fully responsible for producing concrete of specified strength in the actual job and therefore cast at his own cost test specimens of 15 cm. Cube as already specified during work and cure the same in similar way as for laid concrete being tested for strength. Each set of test specimen shall be taken to cover the quantity of concrete laid on the job during the period from the time of taking the previous set of specimens and the quantity will be estimated by BRBNMPL Official from records maintained by him.

The interior surface of the mould and base plate shall be lightly oiled before the concrete is placed in the mould.

(a) **Compacting** The test specimens shall be made as soon as practicable after mixing and in such a way as to produce full compaction of the concrete with neither segregation nor excessive laitance. The concrete shall be filled into the mould in layers approximately 5 cm deep. In placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete slides from it, in order to ensure a symmetrical distribution of the concrete within the mould. Each layer shall be compacted either by hand or by vibration. After the top layer has been compacted, the surface of the concrete shall be finished level with the top of the mould, using a trowel, and covered with a glass or metal plate to prevent evaporation.

Compacting by Hand - When compacting by hand, the standard tamping bar shall be used and the strokes of the bar shall be distributed in a uniform manner over the cross section of the mould. The number of strokes per layer required to produce specified conditions will vary according to the type of concrete. For cubical specimens, in no case shall the concrete be subjected to less than 35 strokes per layer for 15 cm cubes or 25 strokes per layer for 10 cm cubes. For cylindrical specimens, the number of strokes shall not be less than 30 per layer. The strokes shall penetrate into the underlying layer and the bottom layer shall be rodded throughout its depth. Where voids are left by the tamping bar, the sides of the mould shall be tapped close the voids.

(b) When the job concrete is placed by vibration and consistency of the concrete is such that the test specimens cannot be properly moulded by hand rodding as described under (a) above, the specimens shall be vibrated to give a compaction corresponding to that of the job concrete. The fresh concrete shall be placed in the mould in two layers, each approximately half the volume of mould. In placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete there slides from it, in order to ensure a symmetrical distribution of concrete within the mould. Either internal or external vibrator may be used. The vibration of each layer shall not be continued longer than what is necessary to secure the required density. Internal vibrators shall be of appropriate size and shall penetrate only the layer to be compacted. In compacting the first layer, the vibrators shall not be allowed to rest on the bottom of the mould. In placing the concrete for the top layer, the mould shall be filled to the extent that there will be no mortar loss during vibration. After vibrating the second layer, enough concrete shall be added to bring the level above the top of the mould. The surface of the concrete shall then be struck off with a trowel and covered with a class or steel plate as specified under (a) above. The whole process of moulding shall be carried out in such a manner as to preclude the alternation of water cement ratio of the concrete by loss of water either by leakage from the bottom or overflow from the top of the mould.

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Curing - The test specimens shall be stored on the site at a place free from vibration, under damp matting, sacks or other similar material for 24 hours  $\pm \frac{1}{2}$  hour from the time of adding the water to the other ingredients. The temperature of the place of storage shall be within the range of 22° to 32°C. After the period of 24 hours, they shall be marked for later identification removed from the moulds and unless required for testing within 24 hours, stored in clean water at a temperature of 24° C to 30°C until they are transported to the testing laboratory. They shall be sent to the testing laboratory well packed in damp sand, damp sacks, or other suitable material so as to arrive there in a damp condition not less than 24 hours before the time of test. On arrival at the testing laboratory, the specimens shall be stored in water at a temperature of  $27^{\circ}$   $\pm 2^{\circ}$ C until the time of rest, records of the daily maximum and minimum temperature shall be kept during the period of the specimens remain on the site and in the laboratory.

After curing, the specimen suitably marked and properly wrapped shall be made over to BRBNMPL Official or his representative who will arrange to have them tested at 28 days from the date of casting. If there be any delay for any reason whatsoever the result of the test shall nevertheless be valid and will be applicable as per rules in each case for all test specimens ns whatsoever. The contractor shall be responsible for proper packing of the specimens at his own cost, for safe and convenient transport of thesame from the site to the testing laboratory. The cost of testing the test moulds and other charges including cost of carriage of the test moulds from the work site to the particular laboratory (both ways) and other incidental charges in this connection will have to be borne by contractor.

In case of concrete showing, on the result of the cube tests, strength less than that specified in (a) and (b) of the Acceptance Criteria but has a strength greater than (c) & (d) of the said Acceptance Criteria concrete may, at the discretion of BRBNMPL Official, be accepted as being structurally adequate without further testing.

If the concrete is deemed not to comply pursuant to (c) &. (d) of the Acceptance Criteria, the Structural adequacy of the parts affected may be investigated as per provision of I.S. 456-latest revision i.e. core test and/ or load test, as the case may be before rejection on the application of the Contractor with the undertaking to bear the cost of such tests. If the strength of concrete is such that it satisfies provisions made in relevant of 16.3.3 and/or subclause 16.5.3 of I.S. 456-1978, concrete in the member represented by such tests shall be considered acceptable but BRBNMPL Official shall have the full power to fix the rate of deduction @ Rs.200/- per cubic metre.

In case the test results do not satisfy the relevant requirement of the preceding paragraph, the volume of concrete so deficient shall be deemed to be un-acceptable and shall be removed from the structure and replaced by fresh concrete to specified strength and the contractor shall, in that case, have to carry out the instruction of BRBNMPL Official irrespective of the amount of loss, inconvenience and difficulties involved.

The contractor shall remain liable to act/to carry out instructions under the provision of this clause, notwithstanding issuing of any certificate or the passing of any bills or accounts by BRBNMPL Official.

## B-3 1<sup>st</sup> Class Brickwork:

Cement mortar shall be prepared by mixing sand and cement in specified proportion. Sand shall be measured on the basis of its dry volume. In case of damp sand, its quantity shall be increased suitablyto allow for bulkage.

Brick shall be laid in English bond. The brick shall be laid by layering method. A layer of

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mortar shall be spread on full width for suitable length of the lower courses. Each brick shall first be laid so as to project over the one below. Both at the end and at the side, then pressed into the mortar and shoved into final position so as to embed the brick and to fill its inside face fully with mortar. Cut bricks shall not be used except where necessary.

The walls shall be taken up true to plumb with plumb bob. The thickness of brick courses shall be kept uniform and for this purpose, wooden straight edge with graduations giving thickness of each brick course including joint shall be used. All courses shall be laid truly horizontal and all vertical joints shall be truly vertical. Vertical joints in alternate course shall come directly one over the other. A set of tools comprising wooden straight edge, mason s spirit level, square, half metre rule, line and pins, string and plumb shall be kept for every 3 masons for frequent checking during progress of work. Faces of walls found not in plumb shall be dismantled.

Both the faces of walls of thickness greater than 25 cm. shall be kept in proper plane. All the connected brickwork shall be carried out nearly at one level and no portion of the work shall be left more than 1 metre below the rest of the work. Where this is not possible, the work shall he racked according to bond (and not left toothed) at an angle not steeper than 45°

Bricks shall be so laid that all joints are quite full of mortar. The thickness of joints shall not exceed 10 mm. Bricks shall be laid with frogs upward except in the top course where frog shall be placed downward. The face joints shall be racked to a minimum depth of 15 mm. by racking tools daily during the progress of work when the mortar is still green, so as to provide key for plaster or pointing to be done. Where plastering or pointing is not required to be done, the joints shall he struck flush and finished at the time of laying.

The face of brickwork shall be cleaned the very day that brickwork is laid daily and all mortar droppings removed.

Green work shall be protected from rain by suitable covering. The brickwork shall be kept wet for a period of at least 7 days. The top of masonry work shall be left flooded at the close of the day.

Scaffolding shall be sound and strong and holes left in masonry work for supporting the scaffolding shall be filled and made good, before plastering.

## **B-4** Damp Proof Courses:

This shall be laid to specified thickness over walls for the full thickness of the super structure walls. The surface shall be leveled and prepared before laying the cement concrete. Edges of damp proof course shall be straight, even and vertical. Side shuttering shall consist of wooden form and shall be strong and properly fixed so that it does not get disturbed during compaction and the mortar does not leak through. The concrete mix shall be of workable consistency and shall be tamped thoroughly to make a dense mass. When the sides are removed, the surface should come out smooth without any honey-combing. The damp proof course shall be laid continuous and the surface shall be double chequered. Damp proof course shall be cured for at least seven days, after which it shall be allowed to dry. Water proofing materials of approved quality shall be added to concrete mixture in accordance with the manufacturer s specifications starring the quantity for water proofing materials in litres or kg. per 50 kg. of cement and will be paid for separately. Similarly, polymer based paint used under damp proof course as per manufacturer s specification shall also be paid separately.

## **B-5** Cement plaster:

The proportion of mortar of exterior or interior plaster shall be as specified in the items of work.

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The plaster shall be of thickness as specified and the surface shall be similarly cured as for cement concrete. The moulding shall be carried out as shown in the drawing and shall be separately measured in overall length unless otherwise specified in the items. Interior corners and edges of openings if so directed by BRBNMPL Official shall be rounded off or chamfered with the same mortar for which no extra payment will be allowed. All cement concrete surface should be chipped off properly before taking up the plastering work.

## **B-6** Artificial Stone Floorings:

The artificial stone flooring shall be laid in panels of shape and size as directed. The casting of the panels will be so programmed as to prevent bonding of the freshly laid panel with adjacent panels.

Unless otherwise specified, the underlay shall be with graded stone chips 12 mm. down, the thickness of topping shall be of 3mm. thick and colouring pigment as may be required shall only be added with the topping. The topping and the underlay shall not be laid in one operation. After laying the 'Underlay' the surface shall be left out to dry. The topping shall be laid only alter the underlay has sufficiently dried and initially set and after thoroughly brushing with hand wire brush and sweeping clean and after application of slurry. The topping shall be finished with an English trowel and a piece of clean dry linen. During all the stages, the required level shall be carefully observed and maintained. Suitable grading, where required, shall be provided in the flooring for water drainage as directed by BRBNMPL Official.

The corner between floor and wall shall be rounded off if so directed by BRBNMPL Official for which no separate payment shall be made. All cement concrete surface should be chipped off properly before taking up the flooring work.

## *B-7 Painting:*

All surfaces for painting shall be properly sand papered and cleaned and where necessary good quality putty shall be used to hide all holes, cracks, open joints etc. The rate for painting includes such work.

Paint shall be applied with approved brushes and surfaces shall be sand papered after every coat. All work when completed shall present a smooth, clean solid and uniform surface, to the satisfaction of BRBNMPL Official.

- (a) **Primer:** All surfaces for painting, if they are new, should have a coat of priming before application of the paint. Old surfaces where existing paints have been completely worn out owing to long use should also receive a coat of priming before application of fresh painting.
- (i) **Wood primer:** Wood primer of approved brand and manufacture is to be applied on the wooden surface, which would be free from moisture and loose particles.
- (ii) **Steel Primer:** For steel surface red oxide primer, zinc chromate primer of approved brand and manufacture and as per direction of BRBNMPL Official is to be applied on the surface. The surface should be made free of grease, rust, moisture and loose particles.
- (iii) Acrylic Primer Coat (solvent based Primer): Acrylic primer coat is to be used as base coat on wall finish of cement, lime or lime cement plaster surface before application of any wall coating e.g. distemper, oil based paints, synthetic enamel, acrylic emulsion etc. on them. Priming coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surface. New plaster patches in old work before applying distemper paints etc. should also be treated with acrylic primer. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulation and then Sand papering the same after it is dry. The cement primer shall be applied with a brush on the clean dry and

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smooth surface. Horizontal strokes shall be given first, vertical strokes shall be applied immediately afterwards. The entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks. It shall be allowed to dry for at least 48 hours before oil bound distemper or paint is applied.

- (b) Synthetic Enamel Paint: Synthetic enamel paint of approved brand and manufacture and of the required shade shall be used for the top coat and an undercoat of shade to match the coat as recommended by the manufacturer shall be used. Undercoat of the specified paints of shade suited to the shade of the top coat shall be applied and allowed to dry overnight. It shall be rubbed next day with the fine grade of wet abrasive paper to ensure a smooth and even surface free from brush marks and all loose particles dusted off. Top coats of specified paint of the desired shade shall be applied after the undercoat is thoroughly dry. Additional finishing coats shall be applied if found necessary toensure properly uniform glossy surface.
- (c) Aluminium Paint: Aluminium paint of approved brand and manufacture shall be used. The paint comes in compact dual containers with the paste and the medium separately. The two shall be mixed together to proper consistency before use. Each coat shall be allowed to dry for 24 hours and lightly rubbed down with fine grade sand paper and dusted before the next coat is applied. The finished surface shall present an even and uniform appearance. As aluminium paint is likely to settle in the container, care shall be taken to frequently stir the paint during use. The paint shall be applied and laid off quickly, as surface is otherwise not easily finished.
- (d) Interior Acrylic Emulsion Paint: Acrylic emulsion paint are not suitable for application on external surface and surface which are liable to heavy condensation and are be used generally on internal surface. For plastered surfaces a cement priming coat is required before application of acrylic emulsion. Acrylic emulsion paint of approved brand and manufacture and of the required shade shall be used. The paint will be applied in the usual manner with brush or roller. The paint dries by evaporation of the water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The time for drying varies from one hour on absorbent surfaces to 2 to 3 hours on non-absorbent surfaces. The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the undercoat, which is applied on the absorbent surface. The quantity of thinner to be added shall be as per manufacturer s instructions. The surface on finishing shall present a flat, velvety, smooth finish. If necessary more coats will be applied till the surface present a uniform appearance.

## **Precautions:**

- (i) Old brushes if they are to be used with emulsion paints should be completely dried of turpentine or oil paints by washing in warm soap water. Brushes should be quickly washed in water, immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.
- (ii) In the preparation of walls for Acrylic emulsion painting, an oil base putty shall be used in filling cracks, holes etc.
- (iii) Splashes in floor etc. shall be cleaned out without delay as they will be difficult remove after hardening.
- (iv) Washing of surfaces treated with emulsion paints shall not be done within 3 to 4 weeks of application.
- (e) **Varnishing:** Varnish for the undercoat shall be a flatting varnish of the same manufacture as the top coats. New wood work to be varnished shall be finished smooth with a carpenter s plane. Knots shall be cut to a slight depth. Cracks and holes shall be cleaned of dust. The knots, cracks etc. shall then be filled in with wood putty. The varnish shall be applied liberally with a full brush and spread evenly with short light strokes to avoid frothing. If the work is vertical the varnish shall be crossed and re-crossed and then laid off, the later being finished on the upstroke so that varnish, as it sets, flows down and eliminates brush marks.

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The above process will constitute one coat. If the surface is horizontal, varnish shall be worked in every direction with light quick strokes and finished in one definite direction so that it will set without showing brush marks. Rubbing down and fatting the surface shall be done after each coat except the final coat with fine sand paper. The work shall be allowed to dry away from draughts and damp air. The finished surface shall then present a uniform appearance and fine glossy surface free from streaks, blisters etc. Any varnish left over in the small container shall not be poured back into the stock tin, as it will render the latter unfit for use. Special fine haired varnishing brush shall be used and not ordinary paint brushes. Brushes shall be well worn and perfectly clean.

- (f) Oiling with Raw Linseed Oil: Raw linseed oil shall be lightly viscous but clear and of a yellowish colour with light brown tinge. Its specific gravity at a temperature of 300 C shall be between 0.293 and 0.298. The oil shall be mellow and sweet to the taste with very little smell. The oil shall be of sufficiently matured quality. Oil turbid or thick, with acid and bitter taste and rancid odour and which remains sticky for a considerable time shall be rejected. The oil shall be of approved brand and manufacture. The wood work shall be cleaned of all smoke and water and completely dried. The oil shall be applied freely with brushes (not rags) and spread evenly and smooth until no more oil is absorbed. Each subsequent coat shall be applied after the previous coat is thoroughly dried and in any case not before 24 hours of application of the first coat. Work after completion shall not be patchy and sticky to the touch and shall present a uniform appearance.
- (g) Wax Polishing: Wax polishing shall be done with material of approved brand and manufacture. Preparation of surface will be same as for varnishing. The polish shall be applied evenly with a clean soft pad of cotton cloth is such a way that the surface is completely and fully covered. The surface is then rubbed continuously for half an hour. When the surface is quite dry, a second coat shall be applied in the same manner and rubbed continuously for one hour or until the surface is dry. The final coat shall then be applied and rubbed for two hours (more if necessary) until the surface has assumed a uniform gloss and is dry, showing no sign of stickiness. The final polish depends largely on the amount of rubbing which should be continuous and with uniform pressure with frequently changes in the direction.
- (h) French Polishing: Pure shellac varying from pale orange to lemon yellow colour, free from resin or dirt shall be dissolved in methylated spirit at the rate of 150 gm. of shellac to a litre of spirit. Suitable pigment shall be added to get required shade. The surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots if visible shall be covered with a preparation of red lead and glue size laid on while hot. Holes and indentations on the surface shall be stopped with glazier's putty. The surface shall then be given a coat of wood filler made by mixing whiting (ground chalk) in methylated spirit at the rate of 1.4 kg. of whiting per litre of spirit. The surface shall again be rubbed down perfectly smooth with glass paper and wiped clean. A pad of woolen cloth covered by a fine cloth shall be used to apply the polish. The pad shall be moistened with the polish and rubbed hard on the wood in a series of overlapping circles applying the mixture sparingly but uniformly over the entire area of an even level surface. A trace of linseed oil on the face of the pad facilitates this operation. The surface shall be allowed to dry and the remaining coats applied in the same way. To finish off, the pad shall be covered with a fresh piece of clean fine cotton cloth, slightly damped with methylated spirit and rubbed lightly and quickly with circular motions. The finished surface shall have a uniform texture and high gloss.

## **B-8 Terrazzo Flooring:** (Cast in situ): I.S. 2114-1962

- (a) (i) The aggregates used in terrazzo topping shall be marble aggregates of required colour. Marblepowder used in terrazzo shall pass through I.S. Sieve 30.
- (ii) Aggregates for terrazzo under layer as well as the base concrete shall conform to the

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requirements of ordinary cement concrete.

- (b) Cement used for floor finish work shall be ordinary cement or white cement of approved quality.
- (c) Pigments incorporated in terrazzo shall be of approved make & brand and of permanent colour.
- (d) The dividing strips may be copper, brass, aluminium, plastic, glass or similar materials. Metallic dividing strips shall have a protective coating of bitumen. The thickness of strip shall not be less than 1.5 mm. and width not less than 20 mm.
- (e) (i) The base concrete shall be lean concrete of mix 1:5:10 of lime concrete and thickness shall be notless than 100 mm.
- (ii) The cushioning layer shall preferably be lime concrete and thickness shall be no less than 75 mm.
- (iii) The under layer shall be of cement concrete of 1: 2: 4, size of coarse aggregates not exceeding 12 mm. The thickness of terrazzo topping shall be not less than the following, depending upon the grades and size of chips used.

Grade No.	Size of chips	Minimum thickness of topping
0	1 to 2 mm.	6 mm.
0	2 to 4 mm.	
1	4 to 7 mm	9 mm
2	7 to 10 mm	12 mm

(f) The mix for terrazzo topping shall consist of cement with or without pigments, marble powder, marble aggregates and water. The proportion of cement and marble powder shall be 3 parts of cement and one part of powder by WEIGHT. For every part of cement marble powder mix, the proportion of aggregates by VOLUME shall be as follows depending upon the size and grade of marble aggregates.

Size of aggregates	Proportion of aggregates to binder mix	
For grades 00,0 and 1	13/4 parts	
2	11/3 parts	

(g) The Proportion of cement shall be inclusive of any pigments added to cement. The proportions pigments die mixed with ordinary cement or white cement to obtain different colour to the binder, shallbe as specified in the following Table:

Colour	Pigment to be used	Proportio nof pigment	Proportion of Ordinary Portlan d cement	Proportion of white cement
Red	Red oxide of iron	1	15 to 20	NIL
Black	Carbons black	1	25 to 40	NIL
Pink	Red oxide	1	NIL	100 to 400
Cream	Yellow oxide of iron	I	NIL	100 to 400
Yellow	Yellow oxide of iron	1	NIL	25 to 75
Light Green	Green Chromium oxide	1	NIL	50 to 150
French Grey		NIL	1 to 2	1

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- (h) (i) Terrazzo topping shall be laid while the under layer is still plastic, but is hardened sufficiently, normally between 18 and 24 hrs. After the laying of the under layer, terrazzo topping may be laid. A cement slurry, preferably of the same colour as the topping shall be brushed on the surface immediately before laying is commenced. The terrazzo topping shall be compacted thoroughly by tamping or rolling and trowelled smooth. Excessive trowelling or rolling in early stages shall be avoided. The compaction shall ensure that air is cleared from the mix.
- (ii) The surface shall be left dry for air curing for duration of 12 to 18 hrs. and then be cured by allowing water to stand in pools over it for a period of not less than 4 days.
- (iii) Grinding and polishing may be done either by hand or by machine. The first and second grinding shall be done with carborundum stone of Grit size 60 and 80 respectively. After each grinding, the surface shall be washed clean and grouted with neat cement grout of the same colour (without marble powder) of cream like consistency and then shall be allowed to dry for 24 hours and wet cured for 4 days. The third grinding shall be done with carborundum stone of Grit size 120 to 150 and the surface shall then be washed clean and allowed to dry for 11 hours and wet cured for 4 days. The fourth grinding shall be done with carborundum stone of Grit size 320 to 400 and the surface shall then be washed clean and rubbed hard with felt and slightly moistened oxalic acid powder (5 gm of oxalic acid powder per sq.m. of floor area shall be adequate) and finally the surface shall be washed clean with dilute oxalic acid solution anddried.

# *B-9 Door, Window Frames and Shutters: Wooden Section:*

All doors, window frames must have plaster rabbit 12 mm x 12 mm. and rabbit for receiving shutter at least 15 mm deep. Wood work shall not be painted, oiled or otherwise treated before it has been approved by BRBNMPL Official. All portion of timber abutting against or embedded in masonry or concrete shall be painted with boiling coal-tar, before being placed in position. In place of coal-tar, use of approved wood primer shall be permitted. In case of door frames without sills, the vertical members shall be buried in floor 40 mm. deep. Where sills are provided, these sills shall be sunk in the floor to 40 mm. depth and shall rest on damp-proof course. Sills shall be provided, where so directed. The door frames without sills while being placed in position shall be provided with temporary wooden bracing or dry bricks well wedged between the styles at the sill level. These shall be retained to keep the frames from warping during construction. The frames shall also be protected from damages during construction. The shutters shall be so fixed that while closing, the left hand leaf of the shutter is closed first and the right hand leaf of shutter overlaps on the left hand leaf. The overlapping shall be minimum 20 mm. Solid wood panels shall be made out of one or more pieces of timber of not less than 125 mm. in width. In order to avoid warping, splitting and cracking, normally piece not exceeding 200 mm. in width should be used. When made from more than one piece, the pieces shall be joined with continuous tongued and grooved joints glued together and reinforced with metal dowels. The grains of the solid panel shall run along the longer dimension of the panel. The corners and edges of panels shall be finished as shown in drawings and these shall be feather tongued into styles and rails. Sash bars shall have mitered joints with styles. In measuring the width and thickness of styles and rails, a tolerance can be allowed up to 1 mm. Styles and rails shall be properly and accurately mortised and tenoned. Rails which are more than 180 mm. in width shall have two tenons. Styles and end rails of shutters shall be made out of one piece only. Lock and intermediate rails exceeding 200 mm. in width may be made out of one or more pieces of timber, but the width of each piece shall not be less than 75 mm. Where more than one piece of timber are used, they shall be joined with a continuous tongued and grooved joint glued together and reinforced with metal dowels at regular intervals not exceeding 200 mm. or pinned with not less than three 40 mm. rust proof pins of the lost heads type. Jointed pieces of timber shall belong to the same pieces. The tenons shall pass clear through styles. When

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assembling a leaf, styles shall be left projecting as a horn. The styles and rails shall have 12 mm. grooves in paneled portion for the panel to fit in. The joinery work shall be assembled and passed BRBNMPL Official and then the joints shall be pressed and secured by bamboo pins of about 6 mm. diameter. The horns of styles shall be sawn off.

Glass panes shall be fixed by wooden beading having mitered joints. A thin layer of putty shall be applied between glass panes and sash bars and also between glass panes and the beading. Fixing of glass panes with simple putty and beads shall not be permitted. Putty shall be prepared by mixing one part white lead with three parts of finely powdered chalk and then adding boiled linseed oil to the mixture to form a stiff paste.

B-10 Structural Steel: M.S. structural works with hollow sections (square or rectangular shape conforming to IS: 806-1968 & IS:1161-1998) connected to one another with bracket, gusset, cleat as per design, drawing & direction of BRBNMPL official complete including cutting to requisite shape & size, fabrication including metal arc welding conforming to IS: 816-1969 & IS: 9595 using electrodes of approved make and brand conforming to IS:814- 2004, haulage, hoisting and erection all complete. The rate includes the cost of all M.S. Hollow section, all consumables such as electrodes, gas and hire charges of all tools and plants and labour required for execution and all incidental charges (such as electricity, labour insurance) etc. complete. Payment to be made on the basis of calculated weight of structural members of MS Hollow Section as specified in relevant IS code in finished work. Payment for gusset, bracket, cleat may be made by adding the actual weight of such items with weight of finished structural members. The rates are considered for a height of erection 8 m. / 2nd floor level from the ground. Add 1.5 % extra over the rate for each additional floor or 4m. beyond the initial 8 m. or part thereof. Span such members shall be up to 12.00 mtr.

**B-11 Natural Stone**: Supplying and laying true to line and level Natural Quartzite Stone Finish tiles/slabs of required dimension and thickness of 15-22 mm, with the properties of Water Absorption: 0.9%, Absorption Resistance: 14.5 mm, Flexural Strength: 31.64 Mpa, Bulk/Apparent Density: 2534kg/cu-mt; Comprehensive Strength: 165.14 Mpa; Slip Resistance: 73 SRV.

#### **Note to Bidders:**

- (i) If any clarification is required, bidders are advised to visit us, with prior permission, to understand our requirement before submitting their quote.
- (ii) The bidders shall provide the required details, information, confirmations, etc. accordingly, failing which their tender is liable to be ignored.
- (iii) Bidders shall comply with Scope of Work [including Defects Liability Period (DLP) Obligations] and shall submit "Scope of Work Compliance" with their Technical Bid as per the format prescribed in the tender.

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## Scope of Work - Compliance

[To be Filled, Signed and Stamped by the authorized signatory of bidder and submitted along with Techno-commercial Bid Part –I]

We confirm that on being successful in the tender, we would execute the contract exactly as per the scope of the work (Section-VII) and all other terms and Conditions of the Tender.

Sl. No.	Parameter	Accepted by Bidder	Remarks
	Scope of Work The scope of work includes:		
1.	(i) Major Civil works like Brick work, Concrete related works, Kota stone flooring, Natural quartzite stone finish tiles work, 50mm thick interlocking designer concrete pavers block work, MS structural steel works, textured exterior paint and tensile fabric structure work.	Yes	
	(ii) Sanitary and Plumbing works.	Yes	
	(iii) Electrical works	Yes	
	(iv) Landscape details and various types of shrubs and provision of planter box has been considered for Landscape area.	Yes	
2	Supervisor Supervisor satisfying the criteria of "B.E. (Civil) with minimum 03 years OR Diploma (Civil) with minimum 05 years post qualification experience in civil construction works." must be deputed for supervision of works. The testimonials and experience certificate shall be submitted before starting the work. Supervisor shall take instructions from BRBNMPL Official, attend meetings, co-ordinate regularly on the progress of work and prepare gate pass for labours and materials, etc. The work should not suffer due to lack of supervision, manpower and materials.	Yes	

Signature of Authorized Signatory with Date and Seal

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## Offered Make / Model/ Brand

## **A. CIVIL WORK**

Sl. No.	l. No.   Description of Item/   Preferred Make/Model/Brand   Material		Offered Make/ Model/Brand
1	Grey Cement (43 or 53 Grade)	A.C.C./ Ultra Tech/Ambuja/ Shree Cement or equivalent	
	White Cement Putty	Birla White/ J.K. Birla White Putty or equivalent	
2	Steel (Thermo Mechanically Treated Steel) High strength deformed bars or mild steel reinforcement	TATA/ SAIL/ RINL or equivalent	
3	Clay Bricks	Good quality locally available material approved by BRBNMPL Official / Architect	
4	Pressed Steel frames for Doors Pressed Steel frames for Aluminium- Windows, ventilators.	Fabricated P.S. frames approved by BRBNMPL Official/Architect. Indal / Jindal / 25 microns approved by BRBNMPL Official / Architect.	
5	Flush Door Shutters	Century/ Archid / Green / Kajaria / Satabdi or equivalent	
6	Particle Boards/Block Boards (Storage Shutters and Kitchen Cabinets on with Laminates)	Century/ Archid / Green / Kajaria / Satabdi or equivalent	
7	Glass (Plain / Pin Headed) and Glass Tinted	Modi Float / Triveni / Hindustan Pallington / Asahi / Saint Gobain or equivalent	
8	Aluminium Hardware/ fittings	Argent / Classic / Shalimar or equivalent	
9	Brass Mortice Locks & Latches	Godrej / Ultra / Ebco or equivalent	
10	Latches with Internal locks	Godrej / Ultra / Ebco or equivalent	
11	Floor Type Hydraulic door closer (Floor spring)	Everite / Hypper / Hemco or equivalent	
12	Aluminium door, window and ventilator sections.	Jindal / Indal / Hindalco or equivalent	
13	Water proofing material / compound.	CICO – I / Roff / Sika/ Dr. Fixit/ Pedilite or equivalent	
14	Glazed Tiles	Johnson / Cera / Nitco / Regency / RAK/ Kajaria or equivalent	
15	Ceramic Tiles (Non-Skid)	Johnson / Cera / Kajaria or equivalent	

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Sl. No.	Description of Item/ Material	Preferred Make/Model/Brand	Offered Make/ Model/Brand
16	Cement Concrete (Chequered) Tiles	Nitco / Bharat / Johnson & Johnson or equivalent	Flouely Brunu
17	Vitrified Tiles	Johnson / Cera / Kajaria or equivalent	
18	Glass Mosaic Tiles	Italia / Nitco / Regency or equivalent	
19	Synthetic Enamel Paint	Dulux / Asian / Nerolac / Berger or equivalent	
20	Oil Bound Distemper	Dulux / Asian / Nerolac / Berger or equivalent	
21	Plastic Paint	Dulux / Asian / Nerolac / Berger or equivalent	
22	Panelled Doors	National / Century / Swastik / Kitply or equivalent	
23	P.V.C. Doors	Sintex / Mihir / Fixopan or equivalent	

## **B. PLUMBING WORK**

Sl. No.	Description of Item/	Preferred Make/Model/Brand	Offered Make/
	Material		Model/Brand
1	Vitreous china sanitary	Hindware / Parryware / Cera /	
1	ware (ISI mark)	Somany / Kajaria or equivalent	
2	Seats & Covers solid	, , , , , , ,	
	(W.C.)	Somany / Kajaria or equivalent	
3	PVC Low level flushing	Hindware / Parryware / Cera /	
3	cisterns	Somany / Kajaria or equivalent	
4	C P Fittings / Toilet	Jaquar / Aquel / ESS ESS / Marc /	
Т	Accessories ISI Marked	Somany or equivalent	
5	UPVC Pipes (S/W/R	Ashirbad / Supreme / Finolex /	
3	Pipes)	Prince/ Astral or equivalent	
6	Centrifugal cast CI Pipes	TATA / RIF / Neco or equivalent	
	& Fittings	, ,	
7	G.I. Pipes (B-Class)	ITC / Tata / Zenith or equivalent.	
8	G.I. Fittings (ISI Brand)	Unik / AMCO / Tata or equivalent.	
0	Gunmetal valves (Full	Leader / Zoloto (with ISI mark) /	
9	9 way, check and globe Sant or equivalent.		
1.0	S.W. Pipes / Fittings &	Perfect / Tirmurti / Bharat or	
10	Gully traps	raps equivalent.	
11	Ball valves	Voltec / Zoloto or equivalent.	
12	Stainless steel sinks	Kajaria / Johnson / Nirali / Neelkanth or equivalent.	

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VII: Scope of Work in the Tender Document.

Signature of Authorized Signatory with Date and Seal

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

The quality control requirement shall be in line with Section VII: Scope of Work.

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## **Quality Control Requirements - Compliance**

Bidders may note the following parameters and satisfy themselves that they fulfil all the criteria before bidding: -

Sl. No.	Parameter	Noted by Bidder	Remarks
1.	The quality control requirement shall be in line with Section VII: Scope of Work.	Noted	

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 VIII: Quality Control Requirements.

Signature of Authorized Signatory with Date and Seal

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# **Section IX: Qualification Criteria**

Param	neter	Qualifying criteria
		The Bidder should have experience of having successfully completed *similar works during the last 07 (seven) years ending last date of previous month in which tender is floated:
		a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (i.e., ₹139.60 Lakh); OR
	•	b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (i.e., ₹174.50 Lakh); OR
Experience &	Past Performance	c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e., ₹279.20 Lakh).
rie	rfo	*Similar work means
Expe	Past Pe	"Development of Urban infrastructures / Development of Community parks / Construction of Building / Area & Land development works"
		Note: Sub-contracted works will not be considered.
		Relaxation
		Bidders applying as <b>Class-I local supplier / Class-II local supplier and/or Start-ups (whether MSEs or otherwise)</b> shall be eligible for relaxation of norms with regard to <b>prior experience</b> . [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].
Capability – Equipment &	Manufacturing facilities	The Bidder should preferably be enlisted with State/Central Public Works Department (PWD) or Military Engineering Services (MES) or any other Government / PSU / Autonomous bodies.
	ıal	Average Annual Turnover of the Bidder Firm during <b>last Three financial years</b> ending 31/03/2023 should be at least ₹104.70 Lakh.
Financial Standing	Average Annual Turnover	Relaxation Bidders applying as Class-I local supplier / Class-II local supplier and/or Start-ups (whether MSEs or otherwise) shall be eligible for relaxation of norms with regard to prior turnover. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].
inan		The Net Worth of the Bidder Firm,
E	orth	a) should not be <b>Negative</b> as on <b>31/03/2023</b> , and also
	Net worth	b) should not have eroded by more than 30% year-on-year in the last three financial years ending 31/03/2023

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#### Note: -

- Bidders applying as Class-I local supplier / Class-II local supplier and/or 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 wrt 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/Work Orders executed by the firm along with PO/Work 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 wrt Financial Standing:** Following documents are required to be submitted along with the bid as part of the Pre-Qualification Criteria:
  - 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

- (i) 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 Contractors: In case the bidder who is a successful past contractor of BRBNMPL of the similar works 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 work done by him in such recent past. The bidder has to provide successful completion certificate.
- **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.

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- (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.

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## 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: <u>Your e-Tender enquiry No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024 for DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI</u>

Sir,

Having examined the above-mentioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid (Price Schedule) for the procurement of Works 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 hid. -

wea	re submitting tins bid.
	on our behalf, and there are no authorized representatives involved in this tender $$\operatorname{\textsc{Or}}$$
	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 perform the Works

We offer to perform the works of requisite quality & workmanship and within Time Schedules in conformity with the Tender Document.

## 4. Prices

We hereby offer to perform the works 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:

(i) based on time schedule confirmed by us; and

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- (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**, 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 e-Procurement)

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.

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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132
TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI
E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

## 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 e-Procurement).

## 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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P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132
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## **Section XI: Price Schedule**

## Proforma of Price Bid for "DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI"

From	Date
To The Senior General Manager BRBNMPL, Salboni – 721 132	
Dear Sir,	

Sub: Price bid for DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI Ref: Your e-Tender No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

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

## Civil, Landscape and Sanitary Plumbing Works

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
1	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed.	sq-mt	400		
2	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete.  Depth of excavation not exceeding 1,500 mm.	cu-mt	122	Bid to	e Schedule / be uploaded NE in MSTC PORTAL

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			Α	В	$C = A \times B$
3	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work)  With earth obtained from excavation of foundation.	cu-mt	40		
4	With earth obtained by fresh excavation (including cost of excavation upto 1,800 mm. depth) from land arranged by the Deptt. within a lead of 100 m.	cu-mt	40		
5	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work) With carried earth arranged by the contractor within a radius exceeding 3km but not exceeding 5 km including the cost of carried earth.	cu-mt	450	Bid to ONL	e Schedule / be uploaded INE in MSTC PORTAL
6	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	cu-mt	72		
7	Hire and labour charges for shoring work (including necessary close plank walling, framing, Eucalyptus/Jhou bulla piling, strutting etc.) complete as per direction of BRBNMPL Official for foundation excavation (vertical surface are in contact with supported earth is to be measured.) (This item should be executed on specific direction of BRBNMPL Official). Depth upto 1.5 m.	sq-mt	50		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST Quantity x Unit Rate excluding GST
			A	$B \qquad \qquad C = A \times B$
8	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75m upto 5Km	cu-mt	80	
9	Dismantling R.C. floor, roof, beams etc. including cutting rods and removing rubbish as directed within a lead of 75m upto 5Km including stacking of steel bars.	cu-mt	35	
10	Removal of rubbish, earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of BRBNMPL Official.	cu-mt	300	
11	Anti-termite treatment to the outside of foundations with chemical emulsion by admixing chloropyrofos emulsifiable concentrates (1%concentration) with water by weight including cutting shallow channel by excavating soil along and close to the wall face ensuring uniform dispersal of the chemical emulsion to a depth of 300mm. from the ground level by rodding with 12mm. dia. M.S. rod at 150mm.interval in the channel. 1.75 litres of chemical emulsion per metre length shall be used and a balance quantity of 0.5 litres of the chemical emulsion per running metre shall then be used to treat the back fill earth by directing the spray of the emulsion towards the wall surface. The entire work is to be carried out as per specification laid down in para 4.3.1.1 of code IS-6313 (Part-III) 1981.	Rmt	720	Price Schedule / Bid to be uploaded ONLINE in MSTC PORTAL
12	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	sq-mt	1675	
13	Brick work with 1st class bricks in cement mortar (1:6) In superstructure, Ground Floor	cu-mt	268	

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST	
			A	В	$C = A \times B$	
14	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor. In foundation, plinth and ground floor	sq-mt	496			
15	75 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor. In foundation, plinth and ground floor	sq-mt	50			
16	Jaffri brick work 125 mm. thick with 1st class bricks in cement mortar (1:4) including 15 mm. thick cement plaster (1:4) in all faces in ground floor.	sq-mt	110			
17	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. a) Pakur Variety (as per instruction of BRBNMPL Official /Architect)	cu-mt	690	Price	s Schedule /	
18	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. (as per instruction of BRBNMPL Official /Architect)	cu-mt	80	Bid to ONLI	Price Schedule / Bid to be uploaded ONLINE in MSTC PORTAL	
19	Controlled Cement concrete with well graded stone chips (20 mm nominal size) excluding shuttering and reinforcement with complete design of concrete as per IS: 456 and relevant special publications, submission of job mix formula after preliminary mix design after testing of concrete cubes as per direction of BRBNMPL Official. Consumption of cement will not be less than 300 Kg of cement with Super plasticiser per cubic meter of controlled concrete but actual consumption will be determined on the basis of preliminary test and job mix formula. In ground floor and foundation. [using concrete mixture] M 25 Grade with a proportion of 1:1:2 (as per instruction of BRBNMPL Official /Architect)	cu-mt	25			

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST	
			A	В	$C = A \times B$	
20	Hire and labour charges for shuttering with centering and necessary staging upto 16 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (up to roof of ground floor) Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work.	sq-mt	1150			
21	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. using Tor steel/Mild Steel of make SAIL/TATA/RINL	МТ	6.4	Bid to	e Schedule / o be uploaded INE in MSTC PORTAL	
22	Supplying, fitting and fixing Fan Hook for ceiling with 1 metre long 16mm dia. rod complete including mending damages. Payment for damage and repair to be made separately.	Each	10			
23	40 mm. thick damp proof course with cement concrete (1:1.5:3) (with graded stone chips 20 mm nominal size) with water proofing compound of approved brand @ 0.2% weight of cement including cost of materials over two coats of non-toxic acrylic polymer modified cementitious waterproofing slurry coat complete [cost of water proofing compound and non-toxic paint to be paid separately) for underground water retaining structures.	sq-mt	660			

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Sl. No.	Brief Description of Works	Unit of Measurement	Quantity	excluding GST	Amount (₹) = Quantity x Unit
		(UoM)	A	(₹) B	Rate excluding GST C = A x B
24	Artificial stone in floor, dado, staircase etc. with cement concrete (1:2:4) with stone chips, laid in panels as directed with topping made with ordinary or white cement (as necessary) and marble dust in proportion (1:2) including smooth finishing and rounding off corners including raking out joints or roughening of concrete surface and application of cement slurry before flooring works using cement @ 1.75 kg/sq.m all complete including all materials and labour. <b>35 MM THICK</b>	sq-mt	550	В	C-AXB
25	Supplying, fitting and fixing Black Stone slab used in Kitchen slab, alcove, wardrobe etc. laid and jointed with necessary adhesive Cement mortar (1:2) including grinding or polishing as per direction of BRBNMPL Official in Ground Floor. <b>Slab Thickness above 25 mm and up to 37.5 mm</b>	sq-mt	580		
26	18 mm. to 22 mm. thick, kota stone slab set in 20 mm thick (avg) cement mortar (1:4) in floor, stair & lobby including pointing in cement slurry with admixture of pigment matching the stone shade, including grinding & polishing as per direction of BRBNMPL Official to match with the existing work [Slurry for bedding @ 4.4kg/Sq.m & pointing @2.0kg/Sq.m]	sq-mt	686	Bid to b	Schedule / pe uploaded JE in MSTC DRTAL
27	Extra cost of labour for grinding Kota Stone Floor in treads and riser of Steps.	sq-mt	40		
28	Supplying, fitting & fixing granite slabs 15mm to 18 mm. thick with uniform texture & without decorative veins in columns, wall, facia etc. with 15 mm thick [avg] cement mortar (1:2) including making suitable arrangements to hold the stones properly by brass / copper hooks including pointing in cement mortar (1:2) (1 white cement : 2 marble dust) with admixture of pigment matching the stone shades all complete as per direction of BRBNMPL Official including cost of all materials, labours, scaffolding, staging ,curing and roughening of concrete surface complete. Area of each Granite slab > 0.6 up to 1.0 square metre. [Using cement slurry at back side of granite @ 4.4 kg/sq.m & white cement slurry for joint filling @ 1.8 kg/sq.m]	sq-mt	40		

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E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
29	Supplying, fitting & fixing 1st quality Ceramic tiles in walls and floors to match with the existing work & 4 nos. of key stones (10mm) fixed with araldite at the back of each tile & finishing the joints with white cement mixed with colouring oxide if required to match the colour of tiles including roughening of concrete surface, if necessary or by synthetic adhesive & grout materials etc. With Sand Cement Mortar (1:3) 15 mm thick & 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sq.m & joint filling using white cement slurry @ 0.20kg/Sq.m. (b) Area of each tile above 0.09 Sq.m (i) Coloured decorative				
(i)	in wall	sq-mt	486		
(ii)	in floor	sq-mt	85		
30	Supplying and laying true to line and level Natural Quartzite Stone Finish tiles/slabs of required dimension with the properties of Water Absorption: 0.9%, Absorption Resistance: 14.5 mm, Flexural Strength: 31.64 Mpa, Bulk/Apparent Density: 2534kg/cu-mt; Comprehensive Strength: 165.14 Mpa; Slip Resistance: 73 SRV. The item includes everything including material and labour for fixing, with all tools and materials.	sq-mt	2285	Bid to ONLII	Schedule / be uploaded NE in MSTC ORTAL
31	Supplying, fitting & fixing true to line and level digital elevation Ceramic tiles of approved brand conforming to IS:15622:2006 Group B III and tested as per IS:13630:2006 as ornamental cladding on external wall in natural stone, brick, wood, bamboo pattern/ design fixed with adhesive 4.5 mm thick at the back of each tile & finishing the joints with white cement mixed with colouring oxide if required to match the colour of tiles including roughening of concrete surface, if necessary or by synthetic adhesive & grout materials etc. With polymerised adhesive and epoxy grout pointing including spacer - 2mm (When tiles are laid over existing hard ready surface) all complete as per direction of BRBNMPL Official.	sq-mt	70		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
32	50 mm thick interlocking designer concrete paver block M- 30 grade for non-traffic zone, building premises, garden, parks, domestic drive as per IS: 15658-2006 (over 20-30 mm medium sand bed on 200mm thk bound angular /granular base course including cost of sand for sand bed but excluding cost of base course & subgrade preparation.) Coloured Decorative	sq-mt	7440		
33	M.S. structural works with hollow sections (square or rectangular shape) conforming to IS: 806-1968 & IS:1161-1998) connected to one another with bracket, gusset, cleat as per design, drawing & direction of BRBNMPL Official complete including cutting to requisite shape & size, fabrication including metal arc welding conforming to IS: 816-1969 & IS: 9595 using electrodes of approved make and brand conforming to IS:814-2004, haulage, hoisting and erection all complete. The rate includes the cost of all M.S. Hollow section, all consumables such as electrodes, gas and hire charges of all tools and plants and labour required for execution and all incidental charges (such as electricity, labour insurance) etc. complete. Payment to be made on the basis of calculated weight of structural members of MS Hollow Section as specified in relevant IS code in finished work. Payment for gusset, bracket, cleat may be made by adding the actual weight of such items with weight of finished structural members. The rates are considered for a height of erection 8 m. / 2nd floor level from the ground. Add 1.5 % extra over the rate for each additional floor or 4m. beyond the initial 8 m. or part thereof. Span upto 12.00 mtr.	МТ	8.6	Bid to ONLI	Schedule / be uploaded NE in MSTC ORTAL
34	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame excluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be corrected upto three decimals). Make: SAL (LOCAL)	cu-mt	0.4		

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Sl. No.	Brief Description of Works	Unit of Measurement	Quantity	Unit Rate excluding GST	Amount (₹) = Quantity x Unit
		(UoM)		(₹)ຶ	Rate excluding GST
			A	В	$C = A \times B$
35	Providing and fixing PVC Door Frame of size $50x47mm$ with a wall thickness of 5mm (± 0.2 mm) made out of single piece extruded PVC profile, with mitred cut joint sand joint with 2 nos. of PVC bracket of size 190 mm x 100 mm long arms of cross section size 35 mm x 15 mm & self-driven self-taping screws, the vertical door profiles to be reinforced with $40x20mm$ M.S. rectangular tube of 0.8 mm , including providing EPDM rubber gasket weather seal throughout the frame, including jointing 5 mm PVC frame strip with PVC solvent cement on the back of the profile. The doorframe to be fixed to the wall using 8 x100mm long anchor fasteners complete, all as per manufacturer's specification and direction of BRBNMPL Official.	Rmt	18		
36	Supplying, Fitting & Fixing 30 mm thick both side prelaminated Factory made solid Panel PVC Door Shutter consisting of outer frame made out of M.S. tubes of 19 gauge thickness and size 19 mmx19 mm for styles, top and bottom rails, M.S. frame shall have cost of steel primers of approved make and manufacture, M.S. frame covered with 5 mm thk. heat moulded PVC "C" channel of size 30 mm thk, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on either sides forming styles; and 5 mm thk. 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm tapered in 45 degree on the inner side to form top & bottom rail and 115 mm wide PVC sheet out of which 75mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided either side of the panel with 10 mm (5 mmx2) th.20 mm wide cross PVC sheet as gap insert for top rail and bottom rail sheet to be fitted in the M.S. frame welded/sealed to the styles &rails with 7 mm (5 mm+2 mm) th.x15 mm wide PVC sheet beading on inner side and joined together with solvent cement adhesive. An additional 5 mm thk. PVC strip of 20 mm which is to be stuck on the interior side of the "C" channel using PVC solvent adhesive etc. complete excluding all necessary hardwares as per direction of BRBNMPL Official.	sq-mt	16	Bid to b ONLIN	chedule / e uploaded E in MSTC RTAL

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
37	Supplying solid flush type doors of commercial quality, the timber frame consisting of top and bottom rails and side styles of well-seasoned timber 65mm wide each and the entire frame fitted with 37.5mm wide battens places both ways in order to make the door of solid core and internal lipping with Garjan or similar wood veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing shutters in position but excluding the cost of hinges and other fittings in ground floor. (a) 35mm thick.	sq-mt	9		
38	Supplying, fitting and fixing M.S. clamps for door and window frame made of flat bent bar, end bifurcated with necessary screws etc. by cement concrete (1:2:4) as per direction. (Cost of concrete will be paid separately) 40mm X 6mm, 250mm Length	Each	90	Price	Schedule /
39	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface] With 1:4 cement mortar.			Bid to ONLII	be uploaded NE in MSTC ORTAL
(i)	20mm thk cement plaster	sq-mt	380		
(ii)	15mm thk cement plaster	sq-mt	920		
(iii)	10 mm thk cement plaster	sq-mt	230		
40	Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc. NOTE: Cement 0.152 cu.m per 100 sq.m.	sq-mt	485		
41	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary Two coats (with any shade except white)	sq-mt	420		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST	
			A	В	$C = A \times B$	
42	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured (matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of BRBNMPL Official. One Coat. (for Application in both Interior and Exterior Walls and as per instruction of BRBNMPL Official /Architect)	sq-mt	7200			
43	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of BRBNMPL Official to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer.  In Ground floor (Two Coat), Premium 100% Acrylic Emulsion	sq-mt	4200	Bid to b	Schedule / be uploaded	
44	Borders (up to 150 mm. width) with two coats of Black Japan Paint.	Rmt	5800		E in MSTC DRTAL	
45	Providing and fixing exterior quality Aluminium Composite Panel (ACP) wall cladding on existing Al. /MS frame work with GI brackets, ACP fixed on the existing frame work by folding the edges of ACP panel (Engraving the rear surface of ACP sheet) with CP angles, cleats and stainless Steel screws forming groves at the periphery of ACP panel. Such grooves filled with foam and silicon sealant etc. complete with all materials (but including the cost of silicon sealant), labour, scaffolding and all other incidental charges e.g. VAT, Labour cess etc. complete in all respect as per specification and direction of BRBNMPL Official. (Mode of payment is on finished surface area of ACP) 3mm thick (0.25mm Al.+2.5mm LDPE +0.25mm Al. PVDF coating)	sq-mt	38			

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST C = A x B	
46	Supplying profiles of required section made of Aluminium Alloy Extrusions conforming to IS: 732-1983 and IS: 1285- 1975; Anodized (with required film thickness and specified colour / natural) matt finished conforming to IS: 1868-1983 for fabrication of composite door, sliding & casement windows, partitions, formed of basic sections of any ISI embossed / certified make and brand as per direction of BRBNMPL Official. (Payment will be made on finished length of the work).	Rmt	110	В	C-AXB	
47	Protective and Decorative Textured exterior high class matt finish paint of approved quality, composed of special Thermoplastic Resin containing fine crystalline additives derive from Granite as per manufacturer's specification and as per direction of BRBNMPL Official to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer. Two Coat	sq-mt	6800		rice Schedule / to be uploaded	
48	Designing of different customised curved & plain metal craft by laser cutting on different metal sheets of varying thickness for special architectural application as facade/wall panel/ceiling decoration as per design, drawing or as approved standard by BRBNMPL Official including transportation. (Mode of measurement - linear /peripheral dimension of laser cut area) (Mild Steel Plate, Aluminium & Stainless Steel) (2mm thk plate)	mtr	190		NE in MSTC ORTAL	
49	Supplying, fitting, Fixing Fly / Mosquito proof nylon net on any type of window, door shutter frame with necessary fixing arrangements complete.	sq-mt	12			
50	Supplying, fitting and fixing in position fibre glass panes of approved quality with resin, nail, clip etc. as per IS: 12866-1989. (In all floors for internal wall & upto 6 m height for external wall) 6 mm thk	sq-mt	25			

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
51	Providing & applying texture wall paint (roller/spray) as per manufacturer's specification of approved colour & brand at all heights in the customer CORNER and as directed by the architect. Before applying textured paint, check if the surface has any holes or damages. Make sure the surface is free from dust. It should be cleaned with the help of broom and cotton cloth.	sq-mt	50		
52	Making & placing in position running planter bed of 19 mm thick BWP ply of size 1'-1'-4" wide including 6"high recessed skirting with a projected band of 10" height above it, all finished externally with 1.0mm thk. laminate (2 colours) as directed & inside with aluminium sheet lining. The top edge of the board of the planter bed to have Rubber wood lipping which will conceal the edge of the aluminium sheet, complete as per design.	Rmt	4		
53	Supplying 1.5mm thick M.S. sheet fitted and fixed on one or both faces of M.S./ W.I. gate etc. with point welding at not more than 150mm apart complete in all respect as per design including cost of all labour and materials.	sq-mt	12	Bid to be	hedule / uploaded
54	Supplying, fitting and fixing 8mm thick Laminated wooden Flooring Work conforming to EN13329:2006 with plank size not less than 1200 mm X 190 mm (with unilin/tongue-groove locking arrangement) having 0.2mm thk top abrasive layer over a decorative layer followed by a High-density fibreboard (HDF) having density > 850 kg/m3 substrate core over a rasin saturated backing layer and installing through unilin or tongue- groove system (having locking strength not less than 1000 kg/m) over a 2 mm thk underlayer polyurethene foam on polythene sheet 250 micron, over a smooth, flat, hard subfloor free from moisture (< 8%), grease etc. complete in all respect with requisite accessories like end profile, transition profile, reducer 'T' profile etc. wherever required and preparation of base including all other incidental works as per direction & satisfaction of BRBNMPL Official. Cost of Laminate Floor Accessories only (Skirting, End edge, T- moulding, Reducer) shall have to be added separately, wherever required. (This work should not be executed without specific permission of BRBNMPL Official).	sq-mt	12		in MSTC RTAL

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E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST Quantity x Unit Rate excluding GST B C = A x B
55	Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorizing glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes complete as per Clause 803 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).	sq-mt	1240	В С-АХВ
56	Painting lines, dashes, arrows etc on roads in two coats on new work with ready mixed road marking paint conforming to IS:164 on bituminous surface, including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control (Reference to MORT&H's specification 803). <b>Over 10 cm in width</b>	sq-mt	500	
57	Supplying and stacking of good earth (adequate for horticulture work) at site including royalty (earth measured in stack will be reduced by 20% for payment)	cu-mt	42	Price Schedule /
58	Supplying and stacking sludge (adequate for Horticulture work) at site in dry cake form from approved disposal work site including royalty, all lead and lift etc. (Sludge measured in stack will be reduced by 8%).	cu-mt	21	Bid to be uploaded ONLINE in MSTC PORTAL
59	Spreading of sludge, dump manure/farm yard manure /animal dung manure and good earth in required thickness. This includes supply of labour, tools & plants excluding materials.	sq-mt	300	
60	Preparation of beds for hedging and shrubbery by excavating 60cm deep and trenching the excavated base to a further depth of 30cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of tacked volume of earth after reduction by 20%, one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary watering and finally fine dressing, levelling etc., including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50m lift upto 1.5m complete. This includes supply of labour, tools & plants including materials. Planting hedge plants in two rows at 30cm apart.	sq-mt	600	

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST (₹) B	Amount (₹) = Quantity x Unit Rate excluding GST C = A x B
61	Maintenance of hedge for one year including application of necessary pesticide, farm yard manure, replacement of damaged hedge plant by new one complete in all respect as per instruction of BRBNMPL Official. This includes supply of labour, tools & plants including materials.	sq-mt	300		C-AAB
62	Planting of trees (Avenue plants) in 0.60m dia holes, 1m deep dug in the ground, mixing the soil with decayed farm yard/sludge manure. This includes supply of labour, tools & plants including materials but excluding cost of tree.	Each	15		
63	Maintenance of trees for one year (Avenue Plants) including watering, trimming, manuring, spraying insecticide and guarding as required. This includes supply of labour, tools & plants including materials.	Each	15		
64	SHRUBS				Schedule / be uploaded
(i)	Acalypha species (Red/Green) of height 30cm-90cm in earthen pots of size 25cm.	Each	80		NE in MSTC ORTAL
(ii)	Bougainvillea (name variety, bushy plants, full bloom) of height 90cm-60cm in cement pots of size 30cm.	Each	80		
(iii)	Croton (broad leaves) 3-5 branches of height 90cm-120cm in cement pots of size 30cm.	Each	80		
(iv)	Dracaena (Mahatma) of height 30 cm to 90 cm in earthen pots of size 20 cm.	Each	80		
(v)	Supply and stacking of plant Tabernaemontana coronaria (Chandni single) of height 45-60 cm. in earthen pots of size 20 cm as per direction of the BRBNMPL Official.	Each	80		

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			A	В	$C = A \times B$
65	Providing and laying Neelgiri/Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and then rolling the surface with light roller make the surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of BRBNMPL Official.	sq-mt	600		
66	Supplying & planting <b>Plumeria alba Tree</b> (Plumeria alba is a species of the genus Plumeria (Apocynaceae). This 2-8m evergreen shrub has narrow elongated leaves, large and strongly perfumed white flowers with a yellow center) as per direction of the Architect	No.	8		
67	Supplying, fitting & fixing UPVC pipes A- Type and fittings conforming to IS:13592-1992 with all necessary clamps nails, including making holes in walls, floor etc. cutting trenches in any soil through masonry concrete structures etc. if necessary and mending good damages including joining with jointing materials (Spun Yarn, Valamoid/Bitumen/M-Seal etc.) complete.			Bid to ONLI	Schedule / be uploaded NE in MSTC ORTAL
67.1	UPVC PIPES				
(i)	75 mm dia	Rmt	70		
(ii)	110 mm dia	Rmt	50		
67.2	UPVC FITTINGS				
67.2. a	PLAIN TEE				
(i)	75 mm dia	No.	24		
(ii)	110 mm dia	No.	18		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
67.2. b	PLAIN Y				
(i)	75 mm. Dia.	No.	12		
(ii)	110 mm. Dia.	No.	6		
67.2.c	SHOE				
(i)	75 mm. Dia.	No.	12		
(ii)	110 mm. Dia.	No.	6		
68	Constructing Inspection pit of inside measurement 600mm X 600mm (depth)with 250 mm thick 1st. class brick work in cement mortar (1:4) on all sides, bottom of the pit consisting of 100 mm thick cement concrete (1:3:6) with stone chips over a layer of jhama brick flat soling,15 mm thick (1:4) cement plaster to inside walls and out-side walls upto G.L. and 20mm.thick (1:4) plaster to bottom of the pit, providing necessary invert with cement concrete(1:3:6) with stone chips as per direction, neat cement finishing to entire internal surfaces, top of the pit covered with 100 mm thick R.C.C. slab (1:1.5:3) with stone chips and necessary reinforcements upto 1% and shuttering including 6 mm thick cement plaster (1:4) in all externa/surfaces of the slab and one 560 mm dia. R.C.C. manhole Cover of approved make supplied fitted and fixed in the slab with necessary fittings, necessary earthwork in excavation in all sorts of soil, filling sides of the pit with earth and removing spoils after work complete in all respect with all costs of labour and materials.	No.	4	Bid to b	Schedule / De uploaded JE in MSTC DRTAL
69	Supplying, fitting and fixing yard gully with approved H.C.I. grating complete. (i) 225 mm X 150 mm with 230 mm gratings	No.	6		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
70	Supplying, fitting and fixing with cement jointing (3: 1) salt glazed stoneware pipe including excavation of earth upto 1.50 metre depth in all sorts of soil both mixed or unmixed and refilling (but excluding concreting at bottom and sides). 150mm Dia.	Rmt	130		
71	Supplying PVC water storage tank of approved quality with closed top with black lid Multilayer 2000 litre capacity.	No.	3		
72	Supplying, fitting and fixing 10 litre porcelain low-down cistern of approved make with either side or bottom inlet, side overflow, brackets complete with all internal PVC fittings.  Colour: White	No.	18		
73	Supplying, fitting and fixing white vitreous china best quality approved make wash basin with C.I. brackets on 75 mm X 75 mm wooden blocks, C.P. waste fittings of 32 mm dia., one approved quality brass C.P. pillar cock of 15 mm dia., C.P. chain with rubber plug of 30 mm dia., approved quality P.V.C. waste pipe with C.P. nut 32 mm dia., 900 mm long approved quality P.V.C. connection pipe with heavy brass C.P. nut including mending good all damages and painting the brackets with two coats of approved  450 mm x 300 mm	No.	4	Bid to b	Schedule / le uploaded E in MSTC DRTAL
74	Supplying, fitting and fixing stainless steel sink complete with waste fittings and two coats of painting of C.I. brackets.  (a) Sink only  (i) 530 mm X 430 mm x 180 mm	No.	2		
75	Supplying, fitting and fixing complete Bottle waste trap (Heavy Quality) (a) Chromium plated Bottle trap 32 mm with 190 mm long connecting pipe and wall flange (Equivalent to Code No. 545 & Model - Tropical / Sumthing Special of ESSCO or similar brand).	No.	12		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
76	Supplying, fitting and fixing 15 mm swan neck tap with left & right hand operating nob with aerator (Equivalent to Code No. 510, 510(A) and Model - TROPICAL / SUMTHING SPECIAL of ESSCO or similar brand).	No.	30		
77	Supplying, fitting and fixing pillar cock of approved make. a) (i) CP Pillar Cock - 15 mm. (Equivalent to Code No. 507 & Model -Tropical / Sumthing Special of ESSCO or similar brand).	No.	30		
78	Supplying, spreading and compacting Sand to required thickness, in layers not exceeding 150 mm to proper gradient and camber, inundating each layer by water and packing and ramming layer by layer to achieve desired compaction, including lighting, guarding, barricading and making adequate earthen bundh where necessary, curing with water as per direction, mending cracks and depressions by ramming wherever necessary.	cu-mt	175		
79	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying: a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm. This layer will be allowed to air cure for 4 hours. b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.	Sq-mt	50	Bid to l	Schedule / pe uploaded NE in MSTC ORTAL
80	Supplying, fitting and fixing CPVC (Chlorinated Polyvinyl Chloride) pipes of approved make conforming to IS-15778: 2007 with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbow, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required jointing materials in any position above ground.				

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# P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI

E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
	(Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials)				
80.1	For Exposed Work, CPVC Pipes Class-1, SDR-11				
(i)	32 mm dia.	Rmt	30		
(ii)	40 mm dia.	Rmt	240		
80.2	For Concealed Work, CPVC Pipes Class-1, SDR-11				
(i)	15 mm dia.	Rmt	250		
(ii)	20 mm dia.	Rmt	175		
(iii)	25 mm dia.	Rmt	125		
81	Supplying, fitting and fixing Peet's valve full way gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg per sq. cm.).			Bid to ONLI	e Schedule / be uploaded NE in MSTC
(i)	40 mm dia	Each	6	I	PORTAL
(ii)	32 mm dia	Each	6		
(iii)	25 mm dia	Each	9		
(iv)	20 mm dia	Each	9		
(v)	15 mm dia	Each	15		
82	Supplying, fitting and fixing gunmetal wheel valve of approved brand and make tested to 21 kg per sq. cm. (for water lines only). 65 mm dia	Each	3		
83	Supplying, fitting and fixing bib cock or stop cock.				
83.1	Chromium plated Bib Cock short body (Equivalent to Code No. 511& Model - Tropical / Sumthing Special of ESSCO or similar brand).	Each	24		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST		
			A	В	$C = A \times B$		
83.2	Polythene Bib Cock / Stop Cock (HD) with metal inlet (EMCO / ATLAS or equivalent) 15 mm	Each	6				
83.3	Supplying, fitting and fixing alloy iron with brass spindle bib cock/ stop cock of approved brand and make, spray painted and tested to 21 kg per sq. cm.15 mm	Each	12				
84	Supplying, fitting and fixing E.W.C. in white glazed vitreous chinaware of approved make complete in position with necessary bolts, nuts etc. (a) With 'P' trap	Each	2				
85	Supplying, fitting, fixing Flat back urinal (half stall) in white vitreous chinaware of approved make in position with brass screws on 75 mm X 75 mm X 75 mm wooden blocks complete.  (i) 635 mm X 395 mm X 420 mm	Each	2				
86	Supplying, fitting and fixing, commissioning tensile fabric structure with both form work and PVC coated tensile Teflon based fabric material, maintained under pre-stress (tension) state by structural elements and supporting systems. The measurement shall be taken only on the plan area of the footprint covered under the canopy or the structure covering it (whichever is less). The item covers both the structure and the canopy with material, tools and labour associated with it. Technical Specification of the canopy is as follows:  a. Base Fabric: 900 GSM, 100% Polyester  b. Yarn: 1100 dtex  c. Weight: 900 gm/Sq-mt  d. width: 250 cms  e. Tear Strength: 600/500 N  f. Flame retardancy: M2  g. Temp Resistance: -30 Deg to +70 Deg	sq-mt	230	Bid to ONLI	Price Schedule / Bid to be uploaded ONLINE in MSTC PORTAL		
	Sub-total for Civil, Landscape and Sanitary Plumbing W	orks (excluding	GST)				

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E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

### **Electrical Works**

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
1	Supply & Fixing of <b>Hylam Board</b> of 18" X 18" size with 1no Fuse of rating 32A for installation of Energy Meter supplied by the vendor	Job	4		
2	Supply, Installation and connection of <b>3 PHASE ENERGY METER</b> with all accessories, and required connection from WBSEDCL	Each	1		
3	Supplying and fixing 415V, TPN SFU open execution in existing SS enclosure/cubical with nuts bolts etc. incl. S & F 3 nos. DIN type HRC fuse as per rating. <b>Rating: 200 Amp</b>	Each	1		
	MAKE: LEGRAND/ SIEMENCE / HAGER / CRABTREE / EQUIVALENT				
4	Supplying and fixing 250 V, 6-10A per way, (2+12) <b>SPN MCB DB</b> with SS enclosure double-door with IP-42/43 protection with DP Isolators as incomer and SPMCBs ('C' Curve, 10kA) as outgoing, concealed in wall after cutting the wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link & provision for earthing attachment (Enclosure (607712), 63A DP MCB, 12 no. SPMCB)	Each	6	Bid to ONL	e Schedule / be uploaded NE in MSTC PORTAL
	MAKE: LEGRAND/ SIEMENCE / HAGER / CRABTREE / EQUIVALENT				
5	Cutting channel of 31 mm x 31 mm size on masonry wall incl. S&F heavy gauge polythene pipe dia as stated below, by means of iron hooks and supplying and drawing 18 SWG GI Wire fish wire incl. mending good damages to building works. 13 mm dia 3 mm thick polythene pipe with 1x16 SWG GI earth continuity wire	Rmt	1740		

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E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
6	Distribution <b>Point wiring</b> in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by BRBNMPL Official) for ECC in 19 mm bore, 3 mm thick polythene pipe complete with all accessories embedded in wall for horizontal & vertical runs and in suitable size PVC casing- capping (Precision make) for ceiling portion only, incl. necessary fittings etc. to light/fan/call bell point with Modular type switch (Brand approved by BRBNMPL Official) fixed on copper bar & earthing attachment flushed in wall incl. mending good damages to original finish [only PVC casing-capping on ceiling and remaining portion concealed]		A	В	C = A x B
6.1	Average run 5 mtr	Point	200		
6.2	Average run 6 mtr	Point	210		e Schedule / be uploaded
6.3	Average run 9 mtr	Point	90	ONLI	NE in MSTC
7	Distribution wiring in 1.1 KV grade 22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by BRBNMPL Official) in 20mm size PVC rigid conduit 'FR' (Precision make), with 1.1 KV grade 1 x 22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire as ECC, to 6A 3 pin Modular type plug socket & switch (Brand approved by BRBNMPL Official) on 4 Module GI switch board with 3/4 Module top cover plate on wall incl. necessary connection making earthing attachment, painting and mending good damages to building works.			F	PORTAL
7.1	On Board	Point	350		
7.2	Average run 6 mtr	Point	150		

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E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
8	Supplying and Drawing 1.1 KV single core stranded 'FR'PVC insulated & unsheathed single core stranded copper wire (Brand approved by BRBNMPL Official) of the following sizes in the prelaid polythene pipe and by the prelaid GI fish wire and making necessary connection as required  MAKE: FINOLEX / RAJNIGANDHA / POLYCAB/ KEI / HAVELLS / EQUIVALENT		A	В	C = A x B
8.1	2x36/0.3 (2.5 sqmm) + 1x22/0.3 (1.5 sqmm) as ECC	mtr	200		
8.2	2x80/0.4 (2.5 sqmm) + 1x84/0.3 (6 sqmm) as ECC	mtr	100		
9	Supplying and Drawing 1.1 KV single core stranded 'FRLS' PVC insulated& unsheathed single core stranded copper wire (approved make) of the following sizes in PVC rigid conduit 'FR', 3mm thick (approved make) on surface/recess incl. necessary fittings by the GI fish wire and making necessary connection with lugs complete as required. MAKE: FINOLEX / L&T / POLYCAB/ HAVELLS / EQUIVALENT			Bid to ONLI	e Schedule / be uploaded NE in MSTC PORTAL
9.1	2 x 22/0.3 (1.5 sqmm) + 1 x 22/0.3 (1.5 sqmm) ECC	mtr	2260		
9.2	2 x 36/0.3 (2.5 sqmm) + 1 x 22/0.3 (1.5 sqmm) ECC	mtr	330		
9.3	2 x 56/0.3 (4 sqmm) + 1 x 36/0.3 (2.5 sqmm) ECC	mtr	100		
9.4	2 x 84/0.3 (6 sqmm) + 1 x 56/0.3 (4 sqmm) ECC	mtr	100		
10	Supply & Fixing 240 V, 16 A, 3 pin Modular type plug socket (Brand approved by BRBNMPL Official) with 16A Modular type switch, without plug top on 8 Module GI Modular type switch board with top cover plate flushed in wall incl. S&F switch board and cover plate and making necessary connections with PVC Cu wire and earth continuity wire etc. MAKE: LEGRAND / ABB / SEIMENSE / HAVELLS / EQUIVALENT	Each	70		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
			A	В	$C = A \times B$
11	Supply & Fixing 240 V, 6 A, 3 pin Modular type plug socket (Brand approved by BRBNMPL Official) with 6A Modular type switch, with plug top on 8 Module GI Modular type switch board with 3 Module top cover plate flushed in wall incl. S&F switch board and cover plate and making necessary connections with PVC Cu wire and earth continuity wire etc. MAKE: LEGRAND / ABB / SEIMENSE / HAVELLS / EQUIVALENT	Each	70		
12	Supply & Fixing 240V, Modular Socket (2 Module) type fan regulator (Step type) (Brand approved by BRBNMPL Official) on existing Modular GI switch board with top cover plate incl. making necessary Connections etc. MAKE: LEGRAND/ ABB / SEIMENSE / HAVELLS / EQUIVALENT	Each	12		
13	Supply and Fixing decorated Wall mounted type fittings incl. S & F of 18 W CFL/9 W LED as per the choice of BRBNMPL Official. MAKE: PHILIPS/ HAVELLS / WIPRO / EQUIVALENT	Each	20	Price	Schedule /
14	Supply & Installation of 250 V 50 HZ 9" (23 cm) Sweep exhaust fan Make - EPC HEAVY DUTY [for Toilet & Kitchen]  MAKE: V-GUARD / HAVELLS / WIPRO / EQUIVALENT	Each	6	Bid to ONLI	be uploaded NE in MSTC
15	Fixing only exhaust fan after making hole in wall and making good damages and smooth cement finish etc. as practicable as possible and providing necessary length of PVC insulated wire and making connection for exhaust of following diameter:  For 23 cm (9") Exhaust fan	Each	6		
16	Supply & Fixing Al louver shutter on wall with necessary bolts & nuts (6 mm dia x 62 mm long) For 23 cm (9") Exhaust fan	Each	6		
17	Supply, delivery, erection of swan type G.I pole (Hot Dip) of overall length 9 mtrs planting depth 1.25 mtr, bottom length 114mm OD, middle length 88mm OD & top 76.1 mm OD & bracket of 76.11 mm OD of 1.5 mtr long with approx weight 85 kg along with sundry materials as per direction of BRBNMPL Official (Make calcutta pole/ Ambica pole/BPC)	No.	10		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST
18	Erection of H-pole (DP) structure with upto 9 mts. long steel tubular poles (0.9 mt. to 1.5 mt. apart) in CC (6:3:1) foundation (as to similar dimension in item A-1 above) including 600x600x150 mm thick CC (4:2:1) base block below sole plate/pole with hard jhama metal including CC (6:3:1) muffing 0.30 mt. dia & 0.30 mt. above ground level neatly cemented finish 3 mm thick and providing Galv. MS Channels, cross arms and cross bracings made out of Galv. angle, flats etc. anti-climbing devices, danger board & earth bolts etc. & carrying of the pole upto 1.6 Km. from Store to	Set	10	В	C = A x B
19	work-site including filling up the excavated earth pit with shifted soil and ramming properly.  Supply, delivery, fitting fixing of Philips 110 Watt LED Street Light (Cool White)  Alternative on non-availability: MAGIK/BAJAJ make product (code-SPORT150C0813)	No.	10	Bid to l	Schedule / be uploaded NE in MSTC ORTAL
20	Supply and fixing of feeder pillar box overall approx. dimension 1400mmX750mmX525mm fabricated from 3mm and 6mm thick MS Plate in Bricks cement foundation, plastering, net cementing including supply and fixing 250 mm long 16mm dia bolt, nut, washer, back plate etc. as per direction of BRBNMPL Official as per KMDA elect schedule vide E-35,item no, 4.1 and also supply fixing iron clad main switch 63A 500TPN/32 TPN MCB, time switch, 25 ATP controller for the automatic switching luminaries and power tools control with 2 no 9 amp contractor and raise lower push button incoming 35 sq.mm and outgoing 16 and 2.5 sq. mm terminal for LED fitting in the pillar box including earthing attachment painting and making the necessary connection.	No.	2		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	excluding GST	Amount (₹) = Quantity x Unit
		(OOM)	Α	(₹) B	Rate excluding GST C = A x B
21	Earthing with 50 mm dia. GI pipe 3.64 mm thick x 3.04 Mts. Long and 1 x 4 SWG GI (Hot Dip) wire (4 Mts. Long), 13 mm dia. x 80 mm long GI bolts, double nuts, double washers incl. S & F 15 mm dia. GI pipe protection (1 Mts. Long) to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 Mts. Below the ground level & restoring surface duly rammed as below: For Murrom Soil: By TATA-Medium G.I. Pipe.	Set	4		
22	Excavation of soil for installation of Earth Electrode and filling & ramming. For Soft Soil	cu-mt	4		
23	Supplying & Erection of Galv. 'D' iron complete with suitable pole clamp 75mmx88mm porcelain shackle insulator & 15 mm dia Galv. bolts & nuts. incl. painting	Each	4		
24	S&F Tinned copper Earth Bar on insulator (25 mm x6mmx3mm)	No.	4		e Schedule / be uploaded
25	Supply & fixing 4Cx50 sq.mm multi strand flexible PVC insulated copper in flexible MS conduit $$ meter to TPN SFU $$	mtr	10	ONLI	NE in MSTC PORTAL
26	Supplying, installing, connection of LED Glow Sign Board (with extruded lettering) as per direction of BRBNMPL Official of $6' \times 4'$ size	Each	2		
27	Supply & installation of 1.1 KV Grade PVC insulated and sheathed armoured XLPE cable with 2 nos. 12 SWG GI earth continuity wire by MS bar saddles on wall  MAKE: GLOSTER / Havells / NATIONAL / RAJNIGANDHA / KEI / EQUIVALENT				
27.1	4C x 50 sqmm (Aluminium cable)	mtr	50		
27.2	4C x 35 sqmm (Aluminium cable)	mtr	50		
27.3	4C x 25 sqmm (Aluminium cable)	mtr	400		
27.4	4C x 16 sqmm (Aluminium cable)	mtr	120		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST (₹) B	Amount (₹) = Quantity x Unit Rate excluding GST C = A x B
28	Supply, laying and interconnection of 660V copper cable of the following size for control wiring  MAKE: GLOSTER / Havells / NATIONAL / RAJNIGANDHA / KEI / EQUIVALENT				
28.1	3C x 6 sqmm Copper cable	mtr	50		
28.2	6C x 1.5 sq-mm copper flexible cable	mtr	40		
29	End connection of above cable with heavy duty nickel plated brass compression gland crimping type socket insulation tape etc. with all concern.				
29.1	4C x 50 sq mm	No.	4		
29.2	4C x 25 sq mm	No.	4		
29.3	4C x 16 sq mm	No.	2		chedule /
30	Supply & installation of wall bracket fan 16" dia(Heavy duty/ high speed)  MAKE: CROMPTON GREAVES / ORIENT / HAVELLS / EQUIVALENT  (Model shall be approved by BRBNMPL Official / Architect)	No.	16	ONLINE	uploaded Ein MSTC RTAL
31	Supply & installation of Aluminium Profile Light 17MM Conceal 1 Meter Length (module) with 29W 5 mtrs (or as per available length and wattage) length LED strip light with necessary interconnection, aluminium channel support and PVC / Acrylic / Fibre Sheet or suitable cover.  Outer: 23MM (Conceal), Cut-out: 17MM, Depth: 8MM, Length: 1 meter /pcs, Size: B23 x H8 MM, PCB: 12mm, PC Cover: Milky. (Specification is subject to adjust according to final Working Drawing)	mtr	850		
32	Supply & installation of Garden Pathway Lamp (8watt, 5000/5700K of 500 mm [Model Bamboo/Cone of IP 65 Havells Make] Alternative on non-availability: PHILIPS / MAGIK / BAJAJ / EQUIVALENT	No.	130		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST (₹) B	Amount (₹) = Quantity x Unit Rate excluding GST C = A x B
33	Supply & installation of Up lighter with Focus lamp fitting (Model Compacto 30/50watt Havells make) (Three Module) Alternative on non-availability: PHILIPS/ MAGIK / BAJAJ / EQUIVALENT	No.	21		
34	Supply & installation of wall flush light with lamp fitting (50W flood light 24x7 lighting IP 66 30W/50W Havells Make) Alternative on non-availability: PHILIPS/ MAGIK / BAJAJ / EQUIVALENT	No.	60		
35	Supply & delivery at site Philips Master LED Tube 1200 mm 18W 840 T8 I W Alternative on non-availability: HAVELLS/WIPRO/BAJAJ / EQUIVALENT	Each	50		
36	<b>Fixing only</b> single /twin fluorescent light fitting complete with all accessories. directly on wall/ceiling/ HW round block and suitable size of MS fastener	Each	104	Project	Sala adula (
37	Supply & fixing <b>north-west</b> motor starter (AC Starter)11-18 / 25A with plugtop indicator type and socket  Alternative on non-availability: LEGRAND / WIPRO / CRABTREE / EQUIVALENT	No.	2	Bid to b	Schedule / pe uploaded IE in MSTC ORTAL
38	Supply and Fixing Double Door SPN DB box (concealed ) with 32 amp MCB in MS Box, with one no.24 Hour digital timer and one 2 pole 20 amp contactor. (for Glow sign board)  MAKE: Legrand / Hager / Crabtree Xpro / Siemens / EQUIVALENT	No.	3		
39	Supply & Installation of point wiring for music - cum PA system comprising of 2 x 1.0 sqmm stranded, copper conductor, flexible PVC insulated and PVC Sheathed wire pulled through 20 mm dia. PVC heavy gauge conduits and looped from one speaker to other and to the volume control and control switch wherever applicable and finally terminated at Tag Block. MAKE: Philips / Bosch / Ahuja / EQUIVALENT	Point	22		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST (₹) B	Amount (₹) = Quantity x Unit Rate excluding GST C = A x B
40	Supply & Installation of make music speaker (6W) wall mounted on the false ceiling with proper clamping arrangement MAKE: Philips / Bosch / Ahuja / EQUIVALENT	No.	22	Б	C=AXB
41	Supply & Installation of volume control - cum - ON - OFF switch flush mounted on wall along with other electrical switches. The size and plate of the regulating knob should match with other switches nearby (MK make)	No.	2		
42	Supply & Installation of 100 Watts Central Music System Amplifier and MP3/CD Player with FM facility MAKE: Philips / Bosch / Ahuja / SAMSUNG / EQUIVALENT	Set	2		
43	Supplying & laying <b>25mm/32mm alkathene PVC pipe (superior quality)</b> in the excavated earth/concrete with 1no 18swg Fish Wire etc.	mtr	2000	Price	Schedule /
44	Supplying and fixing of cable end box/ adapter box (16 SWG) of suitable size for MCB DB/Main Switch etc. (Maximum Size TPN horizontal MCBDB 12-way)	No.	22	ONLIN	oe uploaded IE in MSTC ORTAL
45	Supplying and fixing of joint box made with 16 swg GI sheet by providing terminal etc. Maximum Size (450X250X65mm) 18"x10"x2.5"	No.	64		
46	Supplying and fixing double door Horizontal TPN MCB Distribution board with IP-42/43 protection, concealed in wall after cutting the wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link & provision for earthing attachment. 8 Way Enclosure (607717)  MAKE: LEGRAND/ SIEMENCE / HAGER / CRABTREE / EQUIVALENT	No.	4		
47	Supplying and fixing 240/415 V MCB Isolator on din rail of existing DBs and necessary connection. 63 Amp DP MAKE: LEGRAND/ SIEMENCE / HAGER / CRABTREE / EQUIVALENT	No.	4		

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity	Unit Rate excluding GST (₹)	Amount (₹) = Quantity x Unit Rate excluding GST				
			A	В	B				
48	Supplying and fixing 240/415 V MCB of Breaking capacity 10kA & C characteristics on din rail of existing DBs and necessary connection 6-32 Amp DP MAKE: LEGRAND/ SIEMENCE / HAGER / CRABTREE / EQUIVALENT	No.	30						
49	Supply, Installation, Testing & Commissioning of lightning conductor Airterminals made of 15 mm dia 1500 mm long GI pipe (ISI Medium) having five prongs of 4 SWG GI (Hot Dip) wire at top with 85 mm dia 6 mm thick GI base plate at bottom incl. necessary holes etc. duly grouted on the parapet etc. in CC mortar (4:2:1) complete as required.	No.	2						
50	Supply & fixing GI (Hot Dip) strips 20 mm x 3 mm thick for horizontal run on the Parapet/Roof/ Wall with GI Saddles 1100 mm apart incl. mending good the damages to building works complete as required.(For horizontal run)	mtr	300	Bid to b	Schedule / le uploaded E in MSTC				
51	Supply & fixing of GI (Hot Dip) strips $20\ mm\ x\ 3\ mm$ thick for vertical run on wall with GI saddles spaced not exceeding $1000\ mm$ apart incl. mending good damages to building work complete as required.(For vertical run)	mtr	100	PC	ORTAL				
52	Fixing of G.I. (Hot Dip) strips 20 mm x 3 mm thick on parapet or surface of wall for lightning conductor by riveting / nut bolting/ sweating and soldering etc. as required.(For horizontal run).	No.	20						
53	Fixing of G.I. (Hot Dip) strips $20~\text{mm} \times 3~\text{mm}$ thick on parapet or surface of wall for lightning conductor by riveting / nut bolting/ sweating and soldering etc. as required.(For vertical run).	No.	70						

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Sl. No.	Brief Description of Works	Unit of Measurement (UoM)	Quantity A	Unit Rate excluding GST (₹) B	Amount (₹) = Quantity x Unit Rate excluding GST C = A x B
54	Supply & Fixing of Testing Joints by 20 mm x 3 mm thick GI (Hot Dip) strip 125 mm long grouted on wall having clearance of 6 mm from wall for making connection with thimbles at the end of 7/10 SWG GI (Hot Dip) stranded Wire and 4 SWG GI (Hot Dip) wire of vertical conductor and conductor from earth electrode complete with S & F thimbles, GI bolts, nuts, check-nuts, spring washers etc. as required	No.	4		re Schedule /
55	Supply, Installation, Testing & Commissioning of Maintenance Free Earthing by copper bonded earth electrode of 17.2 mm dia, 3048 mm length and 254 microns of copper bonding thickness, Earth enhancement compound sealed in a bag of 12.5 kg 2 bags, Universal clamp made up of stainless steel as termination clamp complete as required.		4	ONL	o be uploaded JINE in MSTC PORTAL
	Sub-Total for Electrical Works (excluding	g GST)			

### **SUMMATION OF QUOTE**

<u>Particulars</u>	Total Amount (Rs.)
Sub-Total for Civil, Landscape and Sanitary Plumbing Works (excluding GST)	
Sub-Total for Electrical Works (excluding GST)	
Total for Civil, Landscape and Sanitary Plumbing Works (excluding GST) AND Electrical Works (excluding GST)	Price Schedule / Bid to be uploaded ONLINE in MSTC
GST on Sub-Total for Civil, Landscape and Sanitary Plumbing Works (excluding GST) AND Electrical Works (excluding GST)  [Please specify the rate]	PORTAL
Grand Total Including GST	

NOTE: BIDDERS ARE REQUESTED TO FILL THE SHADED CELL AS THEIR QUOTED AMOUNT. OTHER CELLS ARE NOT EDITABLE.

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#### **Note for Bidders:**

- 1. **Price should be quoted in MSTC Portal** exactly as per format given above. Multiple rates for single item would lead to rejection of offer.
- 2. Not Quoting / Mentioning in all items of Price Schedule are liable for rejection.
- 3. Tender shall be finalized on **the basis of Overall Lowest (L1) Bidder** from eligible bidders as per Section XI and as per terms & conditions of the tender.
- 4. Quoted Rate should be on the **basis of final completion of works at BRBNMPL, Salboni** (including Unit Rate and GST).
- 5. Price bids with conditions/Counter conditions shall be liable for rejection.
- 6. Bidders mentioning prices in any place other than the Price Bid (PART-II) shall be liable for rejection of their bids.
- 7. Bidders are required to quote the prices **within 2 decimal places**. Prices quoted with more than 2 decimal places shall be rounded off to 2 decimal places for evaluation.
- 8. Purchase preference shall be given to the participating bidders registered under Class-I Local Suppliers as per **SIT provision for GIT clause No. 35.2 & 35.3** given under Section III: Special Instructions to Tenderers (SIT).
- 9. The prices are quoted with **complete awareness of the site conditions**.

#### **Declaration**

- I/We agree that on being successful in the tender, we would carry out the work exactly as per Scope of Work and Responsibility of the Contractor mentioned in Scope of Work (Section-VII) and all other terms and Conditions of the Tender.
- I/We confirm that the quoted prices shall be valid till the completion of entire work and also confirm that the rates quoted is inclusive of taxes as applicable and shall remain firm & binding and no escalation on above on any account shall be admissible during the currency of the contract except for changes in GST payments for which documentary proof should be attached for claiming escalation, if any.

Thanking you,	
Yours faithfully,	
(	)
Name:	
(Authorised Signatory	of the bidder firm with date

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#### **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:
certi and	sked, submit documents to demonstrate eligibility – A self-certified copy of registration ficate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized certified copy of its Registration; and in case of Society – its Byelaws and registration ficate 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.

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3.	Other E	Essei	itial Details:						
a)	Provide	nt F	und						
	Code No	o.:							
	Name of	f Est	ablishment (as <sub>l</sub>	oer Pro	oviden	t Fund Certifica	ite):		
b)	Professi	ional	Tax						
	Enrolme	ent (	Certificate No.:						
			Establishment	-	_			_	=
c)			y other Insurand						
	Code No	).:							
	Name of	f Em	ployer (as per E	SI/W(	C/Any	other Insurance	e Certi	ficate):	
			ubmitted: Self-a sional Tax paid 1		-	•		•	x Registration
4.	Author	izati	on of Person(s	) sign	ing the	e bid on behalf	f of the	e Bidder	
a)									
b)	Designa	tion							
c)	Signing								
			e proprietorshij tuted attorney o				g the	bid is the sol	e proprietor,
		-	nership firm. Tl under the partr	-	_		-		
	pa	asse	pany. The pers d by the Board randum of Asso	of Di	rectors				
-			ts to be submit ment / Power of		_	-	•	emorandum of	Association ,
5.	Bidder'	's Au	thorized Repr	esenta	ative I	nformation			
a)	Name:								
b)	Address	s:							
							_		
c)	Telepho	ne/l	Mobile numbers	:					
d)	Email A	ddre	·SS:						
	nature wit								
(Ful	l name, de	esign	ation & address	of the	e perso	n duly authoriz	ed sig	n on behalf of t	he tenderer)
For	and on be	half	of						
(Naı	me, addre:	ss ar	d stamp of the t	ender	ing firi	m)			

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### 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,
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.

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

8. Notwithstanding	anything containe	ed herein:			
a) Our liability und Only);	er this bank guara	antee shall no	ot exceed ₹	(Rupe	ees
b) This bank guaran	itee shall be valid	up to	_; (being the	date of expiry	y of the guarantee)
c) The Beneficiary extinguished unless (being year from the date of	s a written claim g the date of expi	or demand ry of claim pe	is made underiod which in	er this guara n no case sho	V /
d) This Bank Guar Bank Guarantee i subject to the te automatically cand	n original is no erms and condi celled.	t received b tions contai	y the bank ned herein,	after expiry it shall b	of claim period,
9. Dated the	day of	(month		(year)	
For	(indicat	te 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

: Bl

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.

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### Section XIV: Manufacturer's Authorization Form

(PM/SBD/004)

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

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

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### **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,
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).

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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 $\P$ (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.

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### **Section XVI: Contract Form** (PM/SBD/006)

dress of BRI	BNMPL's office issuing the	contract)				
tract No	dated					
is in contin	uation to this office' Notifi	cation of Awa	rd No	dated		
Name & a	ddress of the Supplier:					
				subseque	ent Amend	ment No.
No	Supplier's Tender No dated and subsequent communication(s) No dated (If any), exchanged between the supplier and BRBNMPL in connection with this tender					
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:						
ii. Spe iii. List iv. Tec v. Qua vi. Ten vii. Pric viii. Man	cial Conditions of Contract of Requirements; hnical Specifications; lity Control Requirements der Form furnished by the ee Schedule(s) furnished by nufacturers' Authorisation	; supplier; y the supplier Form (if appli			;	
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.						
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:						
sup	plier are as under:					
t	is in continuous is in continuous and BRBNMPL	is in continuation to this office' Notifi  Name & address of the Supplier:  BRBNMPL's Tender document No	Name & address of the Supplier:	is in continuation to this office' Notification of Award No	is in continuation to this office' Notification of Award No	is in continuation to this office' Notification of Award No

- (ii) Delivery schedule
- (iii) **Details of Performance Security**
- (iv) Quality Control

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- Mode(s), stage(s) and place(s) of conducting inspections and tests. (a)
- Designation and address of BRBNMPL's inspecting officer (b)
- Destination and despatch instructions (v)

Place:

(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 :

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# Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT) (PM/SBD/007)

The Senior General Manager

Salboni, Dist - Mid PIN- 721 132 West Bengal	napore (West)	
	on for attending bid opening on (date) ./MMD-CIVIL/2023-24 dated 02/03/2024	for e-Tender Enquiry
	re hereby authorized to attend the bid opening for (Bidder) in order of preference.	
Order of Preference	Name	Specimen Signatures
I.		Signatures
II.		
Alternate Representative		
Note:		
it is restricted	vo representatives will be permitted to attend bid op to one, first preference will be allowed. Alternate in n regular representatives are not able to attend.	_
	r entry to the hall where bids are opened may as prescribed above is not produced.	be refused in case
	Sig	natures of bidder with

date and seal

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

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# **Section XVIII: Eligibility Declarations**

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

e-Tender Enquiry No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Bid	der's N	Tame: M/s
Add	lress: _	
Con	tact D	etails:
Bide	der's R	eference No Date
		list below is indicative only. You may attach more documents as required to confirm bility criteria.
	(Plea	se tick appropriate boxes or cross out any declaration not applicable to the Bidder)
		y confirm that we comply with the stipulated eligibility criteria and declare as under provide evidence of our continued eligibility to BRBNMPL as may be requested:
1.	Leg	al Name of Bidder Firm:
2.	OEN	M/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) of 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.

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5.	Indi	<b>ia</b> Order	s on procurement from bidders from a country sharing land border with (Public Procurement No. 1) issued vide F.No.6/18/2019 -PPD dated 23 <sup>rd</sup> July s amendments, if any) by Department of Expenditure, Ministry of Finance				
	We	certify as	under:				
	cou sucl	ntry which	ead the clause regarding restrictions on procurement from a bidder of a ch shares a land border with India and on sub-contracting to contractors from es, and solemnly certify that we fulfil all requirements in this regard and are considered. We certify that:				
			not from such a country or, if from such a country, we are registered with the etent Authority (copy enclosed); and				
			all not subcontract any work to a contractor from such countries unless such ctor is registered with the Competent Authority.				
6.	MSN	MEs Stat	us				
	Ente		d and understood the Public Procurement Policy for Micro and Small (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare 3:				
	a)	We are	e a,				
			Micro Enterprise				
			Small Enterprise				
			Medium Enterprise				
	□ Others						
	b)	We are	e a MSE and we are classified as,				
			Manufacturer				
			Service Provider				
			Γrader / dealer / reseller / distributor / authorized agent				
			Not applicable				
	c)	being	e are a MSE and submit herewith Udyam Registration Certificate as proof of our sing MSE registered on the Udyam Registration Portal. The certificate is the latest to the deadline for submission of the bid.				
			Jdyam Registration No				
	d)	We are	e a MSE and our Proprietor / Partner belongs to,				
			SC (if applicable, specify% of shares)				
			ST (if applicable, specify% of shares)				
			Nomen (if applicable, specify% of shares)				
			Not applicable				
7.	Star	t-up Sta	tus				
			that as per the definition of the Department of Promotion of Industrial and de – DPIIT, we are				
		a Start	-up				

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#### 8. Make in India Status

9.

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: **Self-Certification for category of supplier:** a) (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: П 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 Works, or We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Works. **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. **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 selfdeclaration 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: .....

[Name & address of Bidder and seal of company]

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

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# Section XIX: Proforma of Bills for Payment (PM/SBD/009)

(Refer Clause 22.6 of GCC)

	(Procurii	ng units may de	note ma	andatory fields	s as per their i	requiremei	nt)
[Nan	ne and Address o	of the Firm]					
PAN	:	CIN	: XXX	XXXXXXXX (as	per Company	y law)	
[Reg	d. Office address	a] (as per Compa	any law)	)		-	
[Add	ress of place of b	ousiness under	GST]				
GSTI	N of the respecti	ive place of bus	iness:				
	lo				ed		
Purc	hase order No			Date	ed		
ΓNan	ne and address o	of the consignee	1				
_	e of supply: name	_	-	e state			
				<u>,                                      </u>			,
Sl.	Authority	Description	HSN/	Number	Taxable	Rate/	Taxable
No.	for purchase	of Stores	SAC	0r quantity	value	Price	value
				quantity			
Tota							
1.	Applicable CGS	ד כככד וככד מ	nd UTC	CT Amount			
1. 2.	Freight (if appl	•	na o i G	51 Alliount			
3.	Packing and Fo	-	ac (if ar	nnlicahla)			
<i>4</i> .	Others (Please		ges (ii aț	opiicabic			
5.	PVC Amount (v	,	sheet e	nclosed)			
6.	(-) deduction/l		i sneet e	neioseaj			
7.		yable (in words	:)				
	riot amount pa	yabio (iii worac	<i>,</i> ,				
Disp	atch detail RR No	o./other proof o	of dispat	ch Date	ed (e	nclosed)	
Insp	ection Certificate	e No		Dated	(enclosed	)	
Inco	me Tax Clearanc	e Certificate No		Date	ed (e	nclosed)	
GST	Registration cert	tificate			. (enclosed	)	
(If it	is already being	collected, the s	ame ma	y be ignored)			
Dloge	e and Date						
Place	and Date						
Rece	ived ₹	(Rupees)					
oblig	eby certify that ations on the part the contract.						

Signature and Stamp of Supplier

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# **Section XX: Pre-Contract Integrity Pact**

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

(Shall be as per the format uploaded in Company's website)



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#### **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	Tender	Eligible bidder	Relaxation /
		Type	value		Purchase preference
1	There <u>is</u> sufficient local capacity and competition	OTE/NCB	Any value	'Class-I local supplier'	Relaxation (as per para 10 (a) and (b) of order)  No purchase preference
2	There isn't sufficient local capacity and competition	OTE/NCB	Any value	'Class-I local supplier' 'Class-II local supplier'	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'	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'

<sup>\*</sup> 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

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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 a 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 tha 20% but less than 50% for qualifying as Class-II local supplier as per the Make in India Policy for participating against tender Note 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 certificat 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 suc 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 sumplier as per the Make in India Policy for claiming nurchase preference against tender No. Th

# 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 practicing 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 me 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.

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- Local content shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of the
  product.
- 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 debarring.
- 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 debarring 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.

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#### **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

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- 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

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

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

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Type of Tender	Price quoted by MSE	Finalization of tender	
Cannot be calit	L1	Full Order on MSE	
Cannot be split	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.

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#### **Annexure 4**

#### **Support to Start-Up Enterprises**

- 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 Gol 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':
    - 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'.

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#### 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-Mll 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-l 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-l 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-MIl Order respectively, shall be as under:
- Items covered under Para 3(a) of PPP- Mll Order, 2017 for which Nodal Ministry has notified sufficient local capacity and a١ 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-Il 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

  - 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
- Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for b) purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
  - L-1 is "MSE Class-I local supplier" 100% of the tendered quantity is to be awarded to L-1
  - L-1 is "MSE non-Class-l local supplier" Purchase preference is to be given to Class-I local supplier as per PPP-Mll Order. Balance quantity, is to be awarded to L-1 bidder
- If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows: c)
  - c (a) Items covered under Para 3A(b) of PPP-Mll 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:
    - 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
    - L-1 is "MSE but non-Class-I local supplier" Purchase preference is to be given to Class-I local suppliers, if (iii) eligible, as per PPP-Mll Order. Balance quantity is to be awarded to L-1 bidder
    - L-1 is "Non-MSE non-Class-l local supplier" Purchase preference is to be given to MSEs as per PPP-MSE (iv) 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- Mll 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-Mll 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:
    - 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:
      - L-1 is "MSE but non-Class-l local supplier" or "Non-MSE but Class-I local supplier" Contract is be awarded to L-1
      - L-1 is "Non-MSE non-Class-l local supplier" First purchase preference to be given to MSE as per B) PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-Mll Order. If Class-I Local supplier also not eligible/ does not accept contract to be awarded to L-1
- Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well d) 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.
- Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global e) Tender Enquiry.

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TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

#### 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.

#### 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.	В	110	L2	"Non-MSE but Class-I local supplier"
3.	С	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	Е	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-Mll 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.

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#### Annexure 6

#### Restrictions on Public Procurement from countries sharing land border with India

- 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—
    - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
    - "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.]"

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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

l 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.

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**Annexure 7** 

#### **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.

subm	it this	S.
Bidde	er's Re	eference No Date:
Salb PIN-	-	
Ref:	e-Ten	nder Enquiry No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024
Sir,		
We, t	he un	dersigned, solemnly declare that:
		stand that according to the conditions of this Tender Document, the bid must be by a Bid Securing Declaration in lieu of Bid Security.
we s	hall s	ditionally accept the conditions of this Bid Securing Declaration. We understand that stand automatically suspended from being eligible for bidding in any tender in for 1 year from the date of opening of this bid if we breach our obligation(s) under conditions if we:
1)	with or	draw/amend/impair/derogate, in any respect, from our bid, within the bid validity;
2)	being	g 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 k		that this Bid-Securing Declaration shall expire if the contract is not awarded to us,
1)	recei	ipt 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	y-five days after the expiration of the bid validity or any extension to it.
(Sign	ature	with date)
(Nam Duly	ne and autho	d designation)  orized to sign bid for and on behalf of

Dated on .......... [insert date of signing]
Place...... [insert place of signing]

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TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI
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**Annexure 8** 

### 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.

Bido	ler's F	Reference No Date
To		
Bha	ratiy	ra Reserve Bank Note Mudran (P) Limited
	-	Dist Midnapore (West)
	- 721	
wes	st Be	ngai
Ref:	e-Te	nder Enquiry No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024
1)	Loca	ation of the manufacturing Factory
2)	Deta	ails of Plant and Machinery executed and function in each department (Monographs & cription pamphlets) be supplied, if available.
3)	Deta	ails of arrangement for quality control of products such as laboratory etc.
4)	Deta	ails 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)	Inst	alled 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)		e you supplied the Goods tendered for or other identical items in the past? If so, ails of supplies in the last five years may be furnished.
(Sig	nature	e with date)
		d designation) orized to sign bid for and on behalf of
 [nan	 ne & a	ddress of Bidder and seal of company]

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**Annexure 9** 

#### **Performance Statement**

(Statement of Works During Last Seven Years and Outstanding Current Orders) (To be submitted as part of Technical bid)

Bidders should Fill up this Form their past performance highlighting their qualification to perform tendered / Similar Works. 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 Refe To Bharatiya R Salboni, Dis PIN- 721 13 West Benga Ref: e-Tende	Reserve B st Midna 32 ll	ank Note N apore (We	st)		ted	 ed 02/03/202	24	
Description of Work	Location of Work	Client Address and contact details including email	W.O. No. and dated	Value of Contract awarded	Period of Contract (From – To date)	Date of Completion	Value of Contract Completed	Remarks
Total				XXXX			XXXX	
(Signature wi								

Sl. No.

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

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**Annexure 10** 

#### **Statement of Financial Standing**

Auditee Details:	

Sl. No.	Financial Year	Annual Turnover	Net Worth	Remarks
1.	2020-21			
2.	2021-22			
3.	2022-23			

Signature of Certified Accountant

Name :

Name of Firm :

Reg. No of Firm :

Reg. No of thim

Membership No :

Place :

Date :

#### Note for bidders

UDIN No.

- i. This statement is to be submitted by bidders who are **not** required to submit audited books of accounts.
- ii. 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).
- iii. 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.
- iv. 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.

(Wholly owned subsidiary of Reserve Bank of India) P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

**Annexure 11** 

#### **NEFT Mandate Form**

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

1	Inve	stor / Customer's Name	
2	Part	iculars of Bank account	
	Α	Name of the Bank	
	В	Name of the branch	
		Address	
		Telephone No	
		Whether Bank branch is NEFT enabled	
	С	Code number of the bank and branch appearing on the MICR Cheque issued by the bank	
	D	Type of the account (SB, Current or Cash Credit)	
	Е	Ledger and Ledger Folio number	
	F	Account number (as appearing on the Cheque book)	
	G	RTGS / IFSC Code No.	
3	Date	e of effect	
trans infor invit	sactio matio ation	declare that the particulars given about is delayed or not effected at all foon, I would not hold the user institution letter and agree to discharge the responscheme.	r reasons of incomplete or incorrect on responsible. I have read the option
Date:			() Signature of the Customer
Certi	fied th	nat the particulars furnished above are corr	ect as per our records.
Bank	's Star	np	

Note: In lieu of the bank's certificate to be obtained as above, bidders may attach a blank cancelled cheque or photocopy of a cheque or front page of their Bank Passbook issued by their bank for verification of the above particulars.

Date:

(.....) Signature of the authorized

official of the Bank

(Wholly owned subsidiary of Reserve Bank of India)
P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132
P.DOCLIMENT FOR DEVELOPMENT OF CENTRAL VISTA AT REPRIMPLE SALBON

TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

#### **Annexure 12**

#### **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. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sir/Madam,

a) We have gone through entire tender document thoroughly. We hereby submit this 'Terms and Conditions – Compliance' as token of acceptance of all the terms and conditions mentioned in following Sections and Annexures of the tender.

1. Section I : Notice Inviting Tender (NIT)

Section II : General Instructions to Tenderers (GIT)
 Section IV : General Conditions of Contract (GCC)

4. Section IX : Qualification Criteria

5. Section XIII : Bank Guarantee Form for EMD

6. Section XV : Bank Guarantee Form for Performance Security

7. Section XVI : Contract Form

8. Section XIX : Proforma of Bills for Payments

9. Annexure 1 to 5 : Explanatory Note on Make in India Order 2017; MSEs Order 2012 and

Start-ups

10. 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 & conditions of the Tender Document and we have no counter-conditions.
- c) We confirm that on being successful in tender, we would perform the Works exactly as per Scope of Work (Section VII) and all other terms and Conditions of the Tender.
- d) 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.
- e) 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.*
- f) We understand that **any price indication** in the Technical Bid (Scanned-Online / Physical Submission) will result in the **bid being rejected**.

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## **Important Terms and Conditions**

Sl. No.	Parameters	Accepted by Bidder	Remarks
1	Performance Security Clause as mentioned in tender (10 % of the total order value).	Accepted	
2	Payment terms as mentioned in tender.	Accepted	
3	Validity of Offer <b>120 days</b> from date of opening of tender.	Accepted	
4	Liquidated Damage Clause as mentioned in tender.	Accepted	
5	Defects Liability Period (DLP) Clause as mentioned in tender.	Accepted	
6	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.	Accepted	
7	We will abide by all the safety and security norms of BRBNMPL.	Accepted	
8	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.	Accepted	

(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]

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

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#### Annexure 13

# $\label{lem:condition} \textbf{Undertaking to provide financial support to our wholly owned subsidiary}$

(On the letter head of the holding company)

Ref.:	_ Date:
•	serve Bank Note Mudran (P) Limited - Midnapore (West)
Dear Sir,	
Undertaking to	provide financial support to our wholly owned subsidiary
subsidiary,	agree to provide financial support to our wholly owned  ("Bidder"), who is participating in the tender floated  ng no. 023/SAL/MMD-CIVIL/2023-24 for
the Bidder in o	d undertake that our financial standing credentials can be clubbed with that of order to enable it to qualify the financial standing criteria stipulated in the Tender e enclose the necessary documents to enable you to assess and confirm our ng.
	ee and undertake to furnish to you a suitable performance bank guarantee and and hold you harmless in the event the Bidder fails to perform its obligations er.
enable complia	ndertake to make available to the Bidder the required financial resources to ince by the Bidder with the Tender and the contract that may be awarded bid, if successful.
	For and on behalf of
Enclosures:	
1. Copy(s) o	f 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.

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#### **Annexure 14**

#### **Check-List for Bidders**

(The following check-list may be made a part of the SBD; to be submitted by the bidder as part of technical Bid)

This check-list is merely to help the bidders to prepare their bids; it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sl. No.		Yes / No / NA	
1	Secti appli		
2		on XII - Bidder Information along with Power of attorney and stration 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 Provident Fund	
	(e)	Self-attested copy of Professional Tax Registration (with latest Professional Tax paid receipt)	
	(f)	Self-attested copy of ESI/WC/Any other Insurance	
	(g)	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid, if asked	
3	Secti		
	(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		on XIV - OEM's Authorization Form duly filled up (if applicable to er 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	Secti	on VII – Scope of Work - Compliance	
	(a)	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
7	Secti	on VIII - Quality Control Requirements - Compliance	

# (Wholly owned subsidiary of Reserve Bank of India) P.O. RBNM, Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132 TENDER DOCUMENT FOR DEVELOPMENT OF CENTRAL VISTA AT BRBNMPL, SALBONI E-T.E. No. 023/SAL/MMD-CIVIL/2023-24 dated 02/03/2024

Sl. No.		Documents submitted, duly filled, signed	Yes / No / NA
8	Proc		
	(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	
		Instrument details, as applicable	
		Drawn on Bank, Branch, Valid up to, for DD/Banker's cheque	
	(c)	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	Conf	ormity with capability criteria (Annexure 8), if applicable	
	(a)	Documents attached supporting conformance to capability criteria, if applicable	
10	Perf		
	(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 (Annexure 11)		
	(a)	Cancelled cheque in lieu of Bank endorsement, at the option of bidder	
13	Tern	ns 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	Fina	ncial Bid (To be submitted online)	
18		other requirements, if stipulated in the tender; or if considered vant by the Bidder	

12	NEFT Mandate Form (Annexure 11)				
	(a)	Cancelled cheque in lieu of Bank endorsement, at the option of bidder			
13	Tern	ns and Conditions – Compliance (Annexure 12)			
	(a)	Documents, if any, at the option of Bidder			
14		Indertaking to provide financial support to our wholly owned subsidiary, fapplicable (Annexure 13)			
15	This	Checklist (Annexure 14)			
16	Secti	Section XX - Duly signed Integrity Pact, If applicable			
17	Finai	Financial Bid (To be submitted online)			
18		other requirements, if stipulated in the tender; or if considered vant by the Bidder			
Duly a	autho	rized to sign bid for and on behalf of			
[name	e & ad	Idress of Bidder and seal of company]			
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