**भारतीय रिजर्व बैंक नोट मुद्रण प्राइवेट लिमिटेड/ BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**

खुली ई-निविदा सं. /Open e-Ten. Enq. No. 036/MYS/MMD/2026-27 dated 04/11/2026

[MSTC Event No.: BRBNMPL/Mysuru Press/MMD/37/26-27/ET/70]

**ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU**

# राष्ट्रीय प्रतिस्पर्धात्मक निविदा (एन. सी. बी.) – खुली ई-निविदा पूछताछ

## NATIONAL COMPETITIVE BID (NCB) - OPEN E-TENDER ENQUIRY

मानक बोली दस्तावेज़ (एसबीडी)/ Standard Bidding Document (SBD)

[वस्तुओं और सेवाओं की खरीद)/ (Procurement of Goods and Services]

# भारतीय रिज़र्व बैंक नोट मुद्रण प्राइवेट लिमिटेड

# BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(भारतीय रिज़र्व बैंक की पूर्ण स्वामित्व वाली सहायक कंपनी)/

(Wholly owned Subsidiary of Reserve Bank of India)

**नोट मुद्रन नगर, मैसूरू 570003 /Note Mudran Nagar, Mysuru 570003**

फोन /**Phone: 0821-2582905, 2582915, 2582925,** फ़ैक्स/**FAX: 0821- 2582099,**

वेबसाइट / Website: www.brbnmpl.co.in , ईमेल/ Email: mysorepress@brbnmpl.co.in

MYS/FF/PUR/F/01/03

**Not-Splittable** **Not Transferable**

**Security Classification: Non-Security**

**Open e-TENDER for "ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU"**

**MSTC Event No.: BRBNMPL/Mysuru Press/MMD/37/26-27/ET/70**

**ई-निविदा संख्या/ e-Tender No. 036/MYS/MMD/2026-27 dated 04/11/2026**

E-Tender (Through MSTC)

इस निविदा दस्तावेज़ में 121 पृष्ठ हैं/This tender document contains: 121 pages

The e-tender document is to be downloaded from website www.mstcecommerce.com/eprocn

| | |
|---|---|
| ई-निविदा जमा करने की आखिरी तारीख और समय<br>Last Date & Time for submission of e-Tender | **08/12/2026 upto 11.00 Hrs** |
| ई-निविदा खुलने की तारीख और समय<br>e-Tender opening Date & Time | **08/12/2026 at 11.01 Hrs** |
| ई-निविदा दस्तावेज़ की कीमत<br>Cost of e-Tender Document | **NIL** [Tender document to be downloaded from MSTC website] |
| बयाना राशि जमा (ईएमडी)/Earnest Money Deposit (EMD)<br>*[Exempted bidders are required to submit Bid Security declaration in lieu of EMD as per Annexure-3]* | **Rs. 30,000/-** |

इस निविदा के संबंध में BRBNMPL में संपर्क व्यक्तियों का विवरण/ Details of Contact person in BRBNMPL regarding this tender:


**नाम / Name: श्री के. नववासगम / Shri K. Navavasagam**

**पदनाम / Designation: महा प्रबंधक / General Manager**

पता / Address: भारतीय रिज़र्व बैंक नोट मुद्रण प्राइवेट लिमिटेड / Bharatiya Reserve Bank Note Mudran Private Limited

(भारतीय रिज़र्व बैंक की पूर्ण स्वामित्व वाली सहायक कंपनी)/ (Wholly owned Subsidiary of Reserve Bank of India)

नोट मुद्रन नगर, मैसूरू 570003 /Note Mudran Nagar, Mysuru 570003

फोन /Telephone No. (0821) 2469048/2469051, Fax: (0821) 2582099

ईमेल /Email: debanjanHalder@brbnmpl.co.in/spsingha@brbnmpl.co.in/knavavasagam@brbnmpl.co.in




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# Section I: Notice Inviting Tender (NIT)

**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**
**(Wholly owned Subsidiary of Reserve Bank of India)**
**Note Mudran Nagar, Mysuru - 570003**
**Phone: 0821-2582905, 2582915, 2582925**
**FAX: 0821- 2582099**
Website: www.brbnmpl.co.in

Tender No. 036/MYS/MMD/2026-27 Date: 04/11/2026

1. e-Tenders are invited from eligible and qualified bidders for supply and installation of following works:

| Sl. No. | Brief Description of Goods / Services/works | Quantity (with unit) | Earnest Money Deposit (in Rs.) | Remarks |
|---|---|---|---|---|
| **1.** | ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU | For Schedule of Items, refer Section VII-B of this tender. | 30,000/- | For Scope of Work, refer Section VII of this tender. |

| | |
|---|---|
| Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.) | **Two Bid System (Online) through Service Provider M/s MSTC Ltd., www.mstcecommerce.com** (Part-I Techno-commercial Bid & Part-II Financial/Price Bid) |
| Date of Sale of tender documents | From **04/11/2026 to 08/12/2026** upto 11:00 hrs (from the website www.mstcecommerce.com/eprocn) |
| Price of the Tender Document | **NIL, Refer** www.mstcecommerce.com/eprocn |
| Place of sale of tender documents | To be downloaded from our service provider website www.mstcecommerce.com/eprocn |
| Closing date and time for receipt of tenders | **08/12/2026 at 11.00 hours** |
| Place of receipt of tenders | The Bid to be submitted online at www.mstcecommerce.com/eprocn |
| Time and date of opening of tenders | **08/12/2026 at 11.01 hours** |
| Place of opening of tenders | Online at www.mstcecommerce.com/eprocn |
| Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT) | Not applicable for e-tenders |

**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 clarification if any, about this tender from the above office before uploading 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



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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

- must,
  (i) be a natural person, private entity, or public entity (State-owned enterprise or institution).
  (ii) 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).
  (iii) be a manufacturer of the product offered or be authorized representative by the Principal/OEM or be dealer authorised by the Principal/OEM.
- 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 (including their affiliates or subsidiaries or Contractors/subcontractors for any part of the contract).
  b) 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
  c) 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:
     i. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
     ii. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
  d) 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;
  e) 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
  f) 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.
- must fulfil any other additional eligibility condition, if any, as may be prescribed elsewhere in Tender Document.
- must provide such evidence of their continued eligibility to the Procuring Entity if so requested.\
- 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.
- 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.
- If this to be a procurement process for the second stage of two-stage / Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI / PQB stage, then only the bidders shortlisted / qualified in the first stage shall be eligible to participate.

**5. Purchase Preference Policies of the Government**

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

**6. Pre-bid Conference**

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

**7. Submission of Bids in case of e-tenders**

(i) Bids must be uploaded on the nominated eProcurement portal till the deadline for submission. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

(ii) In case of e-tenders, no manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

**8. Bid Opening in case of e-tenders:** Bids received shall be opened online at the specified date and time. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

9. Vendors are required to register themselves online with www.mstcecommerce.com/eprocn.

10. Tenderers shall ensure that their tenders, with all pages signed and sealed, and complete in all respects as per instructions contained in the Tender Documents, are **submitted online at** www.mstcecommerce.com/eprocn on or before the closing date and time.

11. In the event of any of the above-mentioned dates being declared as a holiday /closed day for the purchase organisation, the tenders will be sold / received /opened on the next working day at the appointed time.

12. Interested bidders may obtain further information about this requirement from the above office. They may also visit our website mentioned above for further details.

13. This request for Tender is not an offer by Bharatiya Reserve Bank Note Mudran Private Limited but an invitation to receive response from eligible interested bidders. This document should be read in its entirety.

14. The tender documents are not transferable.

15. The issue of this tender does not imply that BRBNMPL is bound to select a Bidder or to appoint the selected bidder, as the case may be, and BRBNMPL reserves the right to reject all or any of the bids without assigning any reason whatsoever. No correspondence shall be entertained in this regard.

16. BRBNMPL reserves the right to Cancel the tendering Process / Reject all Bids / Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection.

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. **Relaxations, exemptions and other conditions for Central Purchase Organization (CPO), Start-ups; Public Procurement (Preference to Make India) Order 2017:**

The bidders who are currently registered and shall continue to **remain registered during the tender validity period** as a Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), **are exempted from payment of tender fee and earnest money**. In case the bidder falls in these categories, it should furnish certified copy of its valid registration details (registration with Startup).



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Bidders are advised to refer Annexure-1 for relaxations, exemptions and other conditions of Public Procurement Policy.

No exemption will be given for depositing of Security Deposit (SD) to any DIC/SSI/MSME /NSIC/Startup/BRBNMPL registered firm.

***Note: This tender falls under category of Works Contract; so, as Work Contracts are excluded from the purview of Public Procurement Policy for MSEs Order 2012, Relaxation of norms with respect to Prior Turnover & Prior Experience to MSE's shall not be applicable.***

19. **Guidelines for filling Two-Part/Two-Bid Tender:**

i. **Part I: To be uploaded on www.mstcecommerce.com/eprocn website.** The technical offer (catalogue/brochure/specifications etc.), tender document including corrigendum pages, supporting documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender **except Section XI (Price Schedule).** All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions are liable for Rejection. **Any price indication in the Technical Bid will be summarily rejected.**

ii. **Part II: Price Bid: To be filled online at** www.mstcecommerce.com/eprocn. Date of opening of Price bid of qualified bidders shall be informed separately after completion of evaluation of Part I of the tender**.**
   1. Bidder has to furnish the price-break-up including the tax components in the Invoice.
   2. Supplier shall mandatorily mention the HSN code of the product indicating the amount of GST in the Tax Invoice.

iii. **Bank charges:** Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form and performance security to be borne by the bidder/supplier only.

iv. **Finalization of the tender:** Tender shall be finalized on **the basis of Lowest percentage (%) quoted** from eligible bidders as per Section XI and as per other terms & conditions of the tender.

v. **EMD:** EMD may be furnished through following modes of payment:
   a) Insurance Surety Bond.
   b) 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, Mysuru, Dist. Mysuru if drawn from any branch of SBI in India. If drawn from any other scheduled Commercial Bank in India, it should be payable at Mysuru.
   c) 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 BRBNMPL, Mysuru, Branch of State Bank of India.

| | |
|---|---|
| Beneficiary Name | Bharatiya Reserve Bank Note Mudran (P) Ltd. |
| Name & Address of the Beneficiary | Note Mudran Nagar, Mysuru, Karnataka, Pin: 570003 |
| Bankers Name & Branch Address | State Bank of India, Mysuru Main Branch<br>Mothikhana Building, New Sayyaji Rao Road<br>District: Mysuru, Karnataka-570024. |
| Account Type and Number | Cash Credit / **00000010562408040** |
| IFSC Code /MICR Number | IFSC Code: **SBIN0003130** |

   d) Other Electronic Modes of Payment as per UPI ID and QR code given below:

Unified Payments Interface (UPI) (BHIM-UPI)

Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-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 e-mail given in the tender by giving reference of the Tender number, Name of company/firm and mobile number.*

vi. The bidder shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL.

vii. Bidders who have been black listed / debarred by BRBNMPL or any PSU or any Government Departments and stands blacklisted / debarred as on tender opening date are not eligible to participate in this tender.

viii. Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.

ix. Self-certified copies (with seal of Firm) of this **Tender Document, corrigendum if any** along with **other documents mentioned in the tender** are to be submitted along with the Bid.

x. Any corrigendum of the tender will be published on MSTC portal (https://www.mstcecommerce.com/eprocn/), BRBNMPL website, and CPP Portal.

xi. No counter conditions shall be accepted.

xii. **Bidders to write Page Nos. on each page of the tender document submitted.**

xiii. Offers submitted not in line with the above guidelines shall be liable for rejection.

xiv. If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned at Page 1 of this tender so as to reach **at least 10 days prior** to date of opening of the tender.

20. **IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT:**

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

**Process of E-tender:**

**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).

**B) SPECIAL NOTE: THE PRICE BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn**

i. Vendors are required to register themselves online with **https://www.mstcecommerce.com/eprocn** → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.

ii. Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.

iii. The Vendors shall have to subscribe to the buyers and categories in order to receive system

generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

**For Technical Help:**

Call 07969066600,

Mail *helpdeskho@mstcindia.in*

*Contact Person at MSTC Ltd, Smt. Sumana Maity, Email: smaity@mstcindia.co.in, Mob: 9831155225*

**C) System Requirement:**

i. Please follow the instruction as appears while accessing https://www.mstcecommerce.com/eprocn/
ii. The tender will be opened electronically on specified date and time as given in the NIT.
iii. All entries in the tender should be entered in online Price Bid Formats without any ambiguity.
iv. All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender buyer. Hence the bidders are required to ensure that their official email ID 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 DSCs (Digital Signature Certificates).
v. E-tender cannot be accessed after the due date and time.

**D) 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.

21. **Bidding in e-tender:**

i. The process involves Electronic Bidding for submission of Bid.
ii. The bidder(s) can submit their Bid through internet in MSTC Website **www.mstcecommerce.com/eprocn**
iii. The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event.
iv. Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.
v. 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.
vi. 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 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 'Common Terms' and/ or 'Document Attach'. A vendor has to save the 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 has to 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 has to 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.
**NOTE**: - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re- submit the same.



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vii. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

viii. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

ix. The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.

x. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder**.**

xi. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

xii. **Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof**.

xiii. 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.

xiv. 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.

23. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

24. No deviation to the terms & conditions are allowed.

25. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

26. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn of MSTC Ltd.

27. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

28. The bid will be evaluated based on the filled-in Price bid formats.

29. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

30. **Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that BRBNMPL is bound to select bid(s), and it reserves the right without assigning any reason to

(i) reject any or all of the Bids, or
(ii) cancel the tender process; or
(iii) abandon the procurement of the Goods/Services/Works; or
(iv) issue another tender for identical or similar Goods/Services/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-
General Manager (MMD)
BRBNMPL, Mysuru



**Sign & Seal**

## Section II: General Instructions to Tenderer (GIT)

**Part I: General Instructions Applicable to all Types of Tenders**

**A PREAMBLE**

**1. Introduction**

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

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

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

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

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

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

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

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

1.7.2. The tender documents are not transferable.

**2. Language of Tender**

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

**3. Eligible Tenderers**

3.1 This invitation for tenders is open to all suppliers who fulfil the 'eligibility' and 'qualification' criteria specified in these documents. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT clause 3. 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.

3.2 The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/ blacklisted/banned/debarred by BRBNMPL or its subsidiaries or by Ministry / Department of GoI from participation in their Tender Processes or by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Eligibility Declarations (Section XVIII).

3.3 Unless otherwise stipulated in the tender, Joint Ventures/Consortiums shall not be considered in this Tender.

3.4 Under Public Procurement (Preference to Make in India) Order 2017 (as amended/revised from time to time), entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with

respect to India. Please refer to Section XVIII - Eligibility Declarations.

3.5 Orders issued by the Government of India regarding purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement under Government of India's Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time). Please refer to Annexure 1 of this tender document.

3.5.1 **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.

3.5.2 Based on the Make in India Policy, classes of local / non-local Suppliers eligible to participate in the tender shall be declared in the tender document. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and **not** non-local Suppliers.

3.6 Government of India, Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) vide F.No.6/18/2019-PPD dated 23rd/24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighbouring countries sharing land border with India, shall apply to this tender. Please refer to XVIII – Eligibility Declarations and Annexure 6 of this tender document.

3.7 In case Integrity Pact is mandated in the NIT/SIT, only those bidders who sign the Integrity Pact, would be eligible to participate in the Tender.

3.8 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Section XVIII Eligibility Declarations.

**4. Eligible Goods Services - Country of Origin and Minimum Local Content**

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied.

**5. Tendering Expense**

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

**B TENDER DOCUMENTS**

**6. Content of Tender Documents**

**6.1 The tender document includes: -**

1. Section I : Notice Inviting Tender (NIT)
2. Section II : General Instructions to Tenderers (GIT)
3. Section III : Special Instructions to Tenderers (SIT)
4. Section IV : General Conditions of Contract (GCC)
5. Section V : Special Conditions of Contract (SCC)
6. Section VI : List of Requirements
7. Section VII : Technical Specifications
8. Section VIII : Quality Control Requirements
9. Section IX : Qualification Criteria
10. Section X : Tender Form
11. Section XI : Price Schedule
12. Section XII : Bidder Information
13. Section XIII : Bank Guarantee Form for EMD
14. Section XIV : Manufacturer's Authorization Form
15. Section XV : Bank Guarantee Form for Performance Security
16. Section XVI : Contract Form
17. Section XVII : Letter of Authority for attending a Bid Opening
18. Section XVIII : Eligibility Declarations
19. Section XIX : Proforma of Bills for Payments
20. Section XX : Proforma for Pre-Contract Integrity Pact

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

**7. Amendments to Tender Documents**

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

7.2 Such an amendment will be uploaded in the website and notified in writing by registered / speed post or by fax / telex

/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

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

**8. Pre-Bid conference**

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

8.2 Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical / commercial specifications / conditions.

8.3 After the pre-bid conference a clarification letter would be issued, containing amendments if required, of various provisions of the Bid-Document, which shall form part of the Bid-document.

**9. Clarification of Tender Documents**

Prospective bidders must interpret the provisions in the Bid document in the context in which they appear. Any interpretation of the provisions far removed from such context or any other contrived interpretation or interpretation between the lines is not acceptable. A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax / e-mail / telex. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

**C PREPARATION OF TENDERS**

**10. Documents Comprising the Tender**

10.1 Unless otherwise indicated in NIT/ SIT, **"Technical bid"** shall include inter-alia (including any changes in the following as per NIT/ SIT):

a. Tender Form/Covering letter as per format in Section X.

b. Section VI - List of Requirements, showing the schedules and quantities quoted.

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

d. Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.2 of GIT). The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.

e. Earnest money furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. and

f. Bidder Information as per Section XII.

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

h. A list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.

i. If stipulated in NIT/SIT, duly signed Integrity Pact as per Section XX.

*Note: No price details shall be disclosed or hinted upon in any manner in the Technical bid.*

10.2 Unless otherwise indicated in NIT/ SIT, **"Financial Bid"** shall include inter-alia (including any changes in the following as per NIT/ SIT):

a. Price Schedule (Section XI) and all financially relevant details. Prices shall be quoted duly taking into consideration, the Payment and delivery terms.

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

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

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

**11. Tender currencies**

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

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

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

**12. Tender Prices**

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

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

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

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

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

a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.

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

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

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

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

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

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

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

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

**12.7 Additional information and instruction on Duties and Taxes:**

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

**12.8 Goods and Services Tax**

(i) All the bidders/tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.

(ii) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess, if applicable) and GST Amount explicitly and separate from the bid/contract price (exclusive of GST). Bid-price inclusive of taxes/GST would be a violation of the GST Act. In case any taxes, duties are not clearly specified, or column is left blank in price bid then it will be presumed that no such tax/levy is applicable or payable by BRBNMPL. However, the price should be inclusive of any other taxes or levies if any, already paid or payable.

(iii) 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.

(iv) 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'.

(v) **GST Registration Number (15-digit GSTIN):** In case bidder has multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to BRBNMPL. If supply / service provided is from multiple states, then bidder should mention GST Registration Number for each state separately.

(vi) If bidder is not liable to take GST registration, i.e., having turnover below threshold, bidders need to submit undertaking / indemnification against tax liability. The bidder/dealer shall not charge any GST and/or GST

Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by BRBNMPL directly to concerned authorities. Further, the bidder should notify and submit to BRBNMPL within 15 days from the date of becoming liable to registration under GST.

(vii) Those bidders who have opted for Composition scheme under GST, they have to submit a declaration indicating their GST registration No.

(viii) **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.

(ix) 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.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) 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…**

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer. In the tender, either the manufacturer/OEM or its authorised dealer/distributor/ representative can be considered as valid bidders.

(ii) In case of large contracts, especially capital equipment, the manufacturer's authorisation must be insisted upon on a tender specific basis, not general authorisation/dealership, by so declaring in the bid documents clearly.

(iii) In cases where the manufacturer has submitted the bid, the bids of its authorised dealer/distributor/representative will not be considered and EMD will be returned.

(iv) And in case of violations, both infringing bids will be rejected.

(v) For Commercially-Off-the-Shelf (COTS) items with clear and standard specifications, where the requirement is technically and commercially simple enough that pre-qualification of the bidder is not crucial for the performance of the contract, a valid dealership certificate will have to be submitted.

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

(i) their principal manufacturer meets all the criteria above without exemption, and

(ii) 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

(iii) 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,

a) they have controlling partner(s) in common; or

b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or

c) they have the same legal representative for purposes of the bid; or

d) 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

e) 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

f) 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.

g) 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**



**Sign & Seal**

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 Qualifications**

16.1 Pursuant to GIT clause 3 and 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

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

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 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.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with BRBNMPL (except for NCB/ICB Tender) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) or as a Startup as recognised by

Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with BRBNMPL or as a MSE or as a Startup, as the case may be).

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

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

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

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

(i) Debit Card powered by RuPay

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

(iii) 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)

18.5 Unless otherwise specified in SIT, the earnest money shall be valid for a period of forty-five days beyond the validity period of the tender.

18.6 In case of two packet or two stage bidding, EMD of unsuccessful bidders during the first stage i.e. technical evaluation etc. should be returned to them without any interest whatsoever within 30 days of declaration of result of the first stage i.e. technical evaluation etc.

Otherwise, EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

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

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

**19. Tender Validity**

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

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

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

**20. Signing and Sealing of Tender**

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

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

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

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

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

20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit the tender in "Original" and in "Duplicate" and mark

them as such.

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

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

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before … (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.8 **Two-Bid (envelop/packet) System:** If so indicated in the NIT/SIT, tender document will seek quotation in two parts (Two Bid System) for purchasing capital equipment, high value plant, machinery etc. of complex and technical nature. First part would be containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 24.4 below. Further details would be given in SIT, if considered necessary. Pricing details should not be mentioned or hinted at in any manner in the “Technical Bid”. In Financial bid, there should not be any extra information connected with Technical suitability of the offer – which has not been already disclosed in the Technical Bid.

**20.9 Documents to be uploaded in case of e-tenders**

**20.9.1 Documents that need *not* be signed or uploaded by Bidders**

Unless otherwise stipulated, the following sections & annexures of the tender document need not be signed and uploaded as part of the Bid. However, Bidders have to upload ‘Terms and Conditions – Compliance’ as token of acceptance of all the Terms and Conditions mentioned therein.

| | | |
|---|---|---|
| a) | Section I | : Notice Inviting Tender (NIT) |
| b) | Section II | : General Instructions to Tenderers (GIT) |
| c) | Section III | : Special Instructions to Tenderers (SIT) |
| d) | Section IV | : General Conditions of Contract (GCC) |
| e) | Section V | : Special Conditions of Contract (SCC) |
| f) | Section VI | : List of Requirements |
| g) | Section VII | : Technical Specifications |
| h) | Section VIII | : Quality Control Requirements |
| i) | Section IX | : Qualification Criteria |
| j) | Section XIII | : Bank Guarantee Form for EMD |
| k) | Section XV | : Bank Guarantee Form for Performance Security |
| l) | Section XVI | : Contract Form |
| m) | Section XIX | : Proforma of Bills for Payments |
| n) | Annexure 1 to 5 | : Explanatory Note on Make in India Order 2017; MSEs Order 2012 and Start-ups |
| o) | 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: -

| | | | |
|---|---|---|---|
| (i) | List of Requirements | – | Compliance |
| (ii) | Technical Specifications | – | Compliance |
| (iii) | Quality Control Requirements | – | Compliance |
| (iv) | Section X | : Tender Form (To serve as a covering letter to both the Techno-commercial and Financial Bids) | |
| (v) | Section XI | : Price Schedule | |
| (vi) | Section XII | : Bidder Information | |
| (vii) | Section XIV | : Manufacturer's Authorization Form, if applicable | |
| (viii) | Section XVII | : Letter of Authority for attending a Bid Opening | |
| (ix) | Section XVIII | : Eligibility Declarations | |
| (x) | Section XX | : Proforma for Pre-Contract Integrity Pact, if applicable | |
| (xi) | Annexure 7 | : Bid Security Declaration (for exempted bidders) | |
| (xii) | Annexure 8 | : Assessment of capability of Bidder, if asked | |
| (xiii) | Annexure 9 | : Performance Statement | |
| (xiv) | Annexure 10 | : Statement of Financial Standing, if required | |
| (xv) | Annexure 11 | : NEFT Mandate Form | |

(xvi) Annexure 12 : Terms and Conditions – Compliance
(xvii) Annexure 13 : Undertaking to provide financial support to our wholly owned subsidiary
(xviii) Annexure 14 : Checklist for Bidders

**D SUBMISSION OF TENDERS**

**21. Submission of Tenders**

21.1 Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the place as indicated in NIT on or before the closing date and time indicated therein, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

**22. Late Tender**

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

**23. Alteration and Withdrawal of Tender**

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

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

**E TENDER OPENING**

**24. Opening of Tenders**

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

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

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

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

**F SCRUTINY AND EVALUATION OF TENDERS**

**25. Basic Principle**

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

**26. Preliminary Scrutiny of Tenders**

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

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

a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

b) Tenderer is not eligible to participate in the bid as per laid down eligibility criteria (Example: the tender enquiry condition says that the bidder has to be a registered MSE unit, but the tenderer is a, say, a large-scale unit);



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c) Tender validity is shorter than the required period;

d) 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;

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

**28. Discrepancy in Prices**

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL 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**

1. 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.

2. 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.

3. 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.



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**33. Schedule-wise Evaluation**

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

**34. Comparison on CIF/FOR Destination Basis**

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

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

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

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

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

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

35.3 BRBNMPL reserves its right to grant preferences to eligible bidders under various Government Policies/directives (policies relating to Make in India; MSME; Start-ups etc.):

(i) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time. Please refer to Annexure 1 of this SBD.

(ii) Bidders from Micro and/or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time. Please refer to Annexure 3 of this SBD.

(iii) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/2/2014-PPD dated 25.07.2016 and subsequent clarifications. Please refer to Annexure 4 of this SBD.

(iv) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in this tender.

35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

**36. Tenderer's capability to perform the contract**

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

36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.

36.3 **Consideration of Abnormally Low Bids:** An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/proposal, and evaluation shall proceed with the next ranked bidder.

**37. Cartel Formation / Pool Rates**

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

**38. Negotiations**

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

42. Where the procurement is done on nomination basis (PAC and STE without PAC);
43. Procurement is from a single or limited sources of supply;
44. Procurements where there is suspicion of cartel formation.



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**39. Contacting BRBNMPL**

**39.1**. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BRBNMPL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

**39.2**. It will be treated as a serious misdemeanour in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.

**G AWARD OF CONTRACT**

**40. BRBNMPL's Right to Accept any Tender and to Reject any or all Tenders**

BRBNMPL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

**41. Award Criteria**

Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by BRBNMPL in terms of GIT Clause 34.

**a) Variation of Quantities at the Time of Award**

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

**43. Parallel Contracts**

BRBNMPL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender) under following circumstances: -

(i) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the NIT/ SIT to split the quantities, then the purchaser reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L1 rate to L2 or higher tenderers.

(ii) When it is decided in advance to have more than one source of supply due to the critical / strategic / specific nature of the supplies / goods parallel contract stipulation would be declared in the NIT / SIT, clearly stating the manner of deciding relative share of lowest bidder (L1) contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract. Unless otherwise stipulated in the NIT / SIT, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used. These ratios are approximate and BRBNMPL reserves its right to marginally vary quantities to suit capacity of the firm / unit loads of packing or transportation. In such cases the firms should not quote for less than 30% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

**44. Serious Misdemeanours and Integrity Pact**

**44.1 Serious Misdemeanour:** Following would be considered as serious misdemeanours:

(i) Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a procurement contract; or (iii) fails to provide performance security or any other document or security required in terms of the bidding documents.

(ii) If the proprietor of the firm, its employee, partner, or representative is convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings.

(iii) If a firm directly or through an agent violates the code of ethics mentioned in Clause 32 of the GCC or violates Integrity Pact mentioned in clause 43.3 below, in procurement or execution of the contract.

(iv) Violate the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity.

(v) Employs an Ex-BRBNMPL official, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt BRBNMPL officials or employs an Ex-BRBNMPL official within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

(vi) On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of GoI (normally such banning/ blacklisting would be initiated by the central government/ ministry).

**44.2** Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would take other remedies available to it including banning / blacklisting Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

**44.3 Integrity Pact**

(i) **Signing of the Integrity Pact:** If so stipulated in the NIT/ SIT, purchaser shall be entering into an Integrity Pact with the bidders as per format enclosed vide Section XX: Integrity Pact, of this tender document. Each page of this Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity

Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. Names and contact details of the Independent Monitor(s) for this Tender are listed in Notice Inviting Tender (NIT).

(ii) **Additional Serious Misdemeanour:** As supplement to clause 44.1 above, breaches of any of the provisions of the Integrity Pact by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall be one of the misdemeanours attracting consequences and penalties as mentioned in clause 44.2 above.

**45. Notification of Award of Contract (Letter of Intent)**

**45.1** Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered letter / speed post / courier or by fax / email (to be subsequently confirmed by registered letter / speed post / courier) that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BRBNMPL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

**46. Issue of Contract**

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

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

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

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Security 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 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 SBD.

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

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

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

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

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

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

(ii) Development of new items or Indigenization of Imported stores

**53.2** The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the

Section IX - "Qualification Criteria" in the SBD.

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

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

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

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

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

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

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

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

**54. Tenders for Disposal of Scrap**

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

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

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

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

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

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

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

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

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

**54.3 Submission of Offer**

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

**54.3.2** **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.

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

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

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

a. Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent amendments.

b. 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.

c. Sale of e-waste shall be governed by e-Waste (Management and Handling) Rules, 2011.

d. 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

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

**54.4 Notification of Acceptance and Award of Contract:**

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

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

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

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

**54.5.2** If stipulated in SIT delivery would be given only in dismantled / cut-up condition.

**55. Development and Indigenization Tenders:**

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

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

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

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

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

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

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

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

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

**55.9 Quantity for Development Commitment**

In Next three years, after the newly developed firm is able to successfully complete Development orders with ±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/work. These special instructions will modify / substitute / supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

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

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

| Sl. No. | GIT Clause No. | Topic | SIT Provision |
|---|---|---|---|
| 1 | 1 | Preamble - introduction | No Change |
| 2 | 2 | Language of Tender | To be submitted in **English** only |
| 3 | 3 | Eligible Tenderers | Applicable<br>Only **Class-I** and **Class-II Local Suppliers** as per 'Make in India Policy' of Govt. of India are eligible to participate in this tender<br>**Class-I Local Supplier:** Minimum Local Content equal to or more than 50%;<br>**Class-II Local Supplier:** Minimum Local Content more than 20% but less than 50% |
| 4 | 4 | Eligible Goods and Services (Origin of Goods) | Applicable |
| 5 | 5 | Tendering Expense | No Change |
| 6 | 6 | Content of tender Document | Applicable<br>Refer List of contents given at page 2 of tender document |
| 7 | 7 | Amendments to Tender Documents | No Change<br>Any amendment/ corrigendum issued against this tender will be published only in MSTC portal **www.mstcecommerce.com/eprocn** and company website **www.brbnmpl.co.in** |
| 8 | 8 | Pre-bid Conference | Not Applicable, however,<br>Pre-Bid Visit: The bidders may visit the site and shall have clear understanding about scope of work, volume of work, requirement of skill levels of workforce etc. and any doubt/clarification may be cleared/done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained in later stage. |
| 9 | 9 | Time Limit for receiving request for Clarification of Tender Documents | Request for clarification should reach at least **Ten (10) days** prior to Tender opening date. |
| 10 | 10 | Documents Comprising the Tender | Applicable |
| 11 | 11 | Tender Currency | Applicable<br>**11.2: Indian Rupees Only** |



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| 12 | 12.1 | Tender Prices | i. The Percentage quoted should be on the basis of final completion of works at BRBNMPL, Mysuru.<br>ii. Quoted Price shall remain fixed & firm for a total tenure of ARC (i.e. 03 years from the date of issue of NOA/LOI)<br>iii. The rates quoted in the tender shall include all charges for clearing of site before commencement as well after completion. The rate quoted shall be deemed to be for the finished work to be measured at site. No claim in respect of sales tax, or other tax, duty or levy shall be entertained separately in addition to the quoted rate. |
| 13 | 12.2, 33, 36.1 | Schedule wise evaluation | Not Applicable |
| 14 | 12.8, 12.9 | GST | i. Wherever applicable bidder shall quote the exact Tax percentage F.O.R. General Stores, Mysuru (Karnataka). 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 & its applicable rate. Supplier solely responsible for any Legal Complicacy arising due to this.<br>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.<br>iii. Any upward/downward revision in GST shall be considered at actuals. Any revision / change in tax structure during the currency of the contract shall be applicable and payable.<br>iv. Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL & same shall be borne by the supplier. |
| 15 | 12.10 | Applicability of duties, taxes | Applicable |



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| | | and other levies of local bodies | |
| 16 | 13 | Authorised Dealer/ Distributor/ Representative of Suppliers | 13 (i to vi): Not Applicable<br>13.1 (Conflict of Interest among bidders): Applicable |
| 17 | 14 | Firm Price / Variable Price | Applicable.<br>The quoted rate (inclusive of all taxes) should be **firm and fixed** and should not be subject to any variation/escalation (except Statutory Payments against submission of documentary evidence) on any account during the contract period.<br>14.2: Not Applicable<br>14.4 to 14.7: Not Applicable |
| 18 | 15 to 17 | Alternative Tenders, Documents Establishing tenderers eligibility and qualifications, Documents establishing goods conformity to tender document | No Change |
| 19 | 18 | Earnest Money Deposit (EMD) | Applicable.<br>EMD of **Rs.30,000/- (Rupees Thirty Thousand only)** is payable in the same way as mentioned in NIT. Proof of EMD submission to be attached along with technical bid.<br>Exempted bidders shall submit document in support of EMD exemption and Bid Security declaration in lieu of EMD as per Annexure-3. |
| 20 | 19 | Tender Validity | Applicable As specified **(120 days) from the date of Tender Opening** |
| 21 | 20 | Signing and sealing of tender<br>Note: The following SIT provision is made with respect the following clause,<br>20.4. Number of copies of tender to be submitted: Duplicate copy not required) | No change,<br>20.4 - The Bid to be submitted online only at www.mstcecommerce.com |
| 22 | 20.9 | e-Procurement | Applicable |
| 23 | 20.9.1 | Documents to be uploaded in case of e-tenders | **Applicable**<br>• **The Bid to be submitted online at www.mstcecommerce.com/eprocn**<br>• **Physical/Hard copy of Bid need not to be submitted** |
| 24 | 21 to 23 | Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender | Not applicable<br>Tendering process is done through e-procurement |



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| 25 | 24 | Opening of Tenders | 24.2: The Techno-Commercial Bids (Part I) shall be opened electronically on the MSTC Portal at the prescribed date and time. As this is an online e-Tender opening process, physical presence of bidder representatives is not required, and submission of physical Authorization Letters (Section XVII) is NOT APPLICABLE. The bid decryption report and summary shall be available directly to participating bidders on the portal post-opening.<br>24.4 Price bids of only those bidders who **qualify** in the Techno-Commercial Bid (Part-I) will be opened. |
| 26 | 25 | Basic Principle | No Change |
| 27 | 26 to 28 | Preliminary Scrutiny of Tenders, Minor Infirmity / Irregularity / Non-Conformity, Discrepancy in Prices. | No Change |
| 28 | 29 | Discrepancy between original and copies of Tender | Not applicable as this is e-tender |
| 29 | 30 | Clarification of Bids. | Applicable |
| 30 | 31 | Qualification and Eligibility Criteria | As per Section-IX.<br>***Note: This tender falls under category of Works Contract; so, as Work Contracts are excluded from the purview of Pubic Procurement Policy for MSEs Order 2012, Relaxation of norms with respect to Prior Turnover & Prior Experience to MSE's shall not be applicable.*** |
| 31 | 32 to 34 | Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis. | No Change |
| 32 | 35.2, 35.3 | Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders | • As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII.<br>• Price bid evaluation will be subject to purchase preference to **Class – I Local suppliers** as per the provision of Government guidelines [Refer Annexure -1].<br>**Note:**<br>**1. However, this Purchase Preference shall be executed considering the tender quantity as NON-DIVISIBLE.**<br>**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".*** |
| 33 | 36 to 40 | Tenderer's capability to | No Change |

| | | | |
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| | | perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, BRBNMPL's Right to Accept any Tender and to Reject any or all Tenders | |
| 34 | 41 | Award Criteria | Tender shall be finalized on **the basis of Lowest percentage (%) quoted** from eligible bidders as per Section XI and as per other terms & conditions of the tender. |
| 35 | 42 | Variation of quantities at the time of award | The quantity mentioned in Section VI (List of Requirements) is purely tentative, indicative, and for bidding purposes only. It does not constitute a commitment or guarantee of minimum off-take by the company. BRBNMPL reserves the right to increase or decrease tendered quantity based on actual operational requirements. The contractor shall have no claim for compensation, damages, or loss of anticipated profits on account of any variation between the tentative quantity and the actual quantity drawn down. |
| 36 | 43 | Parallel Contracts | Not Applicable |
| 37 | 44 | Serious Misdemeanors and Integrity Pact | No change<br>[except 44.3 - Not Applicable] |
| 38 | 45.1 | Notification of Award of Contract (LoI) | Applicable<br>a) On finalization of Tender, Notification of Award of Contract (NOA) / Letter of Intent (LOI) will be issued by **BRBNMPL, Mysuru** to successful bidder.<br>b) Successful Bidder shall furnish performance security to BRBNMPL within **21 days of issue of NOA/LOI.**<br>c) Contract Agreement / Work Order will be placed only after **acceptance** of NOA/LOI and after submission of Performance Security by the Bidder.<br>d) Non-Acceptance of Notification of Award of Contract (NOA) / Letter of Intent (LOI) and/or **Non-Submission of Performance Security** may lead to cancellation of Notification of Award of Contract (NOA) / Letter of Intent (LOI).<br>e) Time Schedule will be considered from the date of issue of NOA / LoI / Work Order (WO) / Contract Agreement whichever is earlier. |
| 39 | 46 to 49 | Issue of Contract, Non-receipt of Performance Security and Contract by | Failure of the successful tenderer in providing performance security within 21 days of receipt of Notification of Award and / or returning contract copy |

| | | | |
|---|---|---|---|
| | | BRBNMPL, Return of EMD, Publication of Tender Result | duly signed within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Security Declaration), besides taking other administrative punitive actions by BRBNMPL against it. |
| 40 | 50 | **Rate Contract Tenders** | Applicable<br>50.1 v: **The contract period is initially for 01 (one) year. It is extendable on a yearly basis for up to 02 (two) additional years on the exact same rates, terms, and conditions, subject to satisfactory performance of the contractor.** However, The company reserves the right to cancel / discontinue this order at any point of time, without assigning any reason thereof. |
| 41 | 51.1, 51.2 | PQB Tenders | Not Applicable |
| 42 | 52.1,<br>52.3,<br>52.5 | Tenders involving Purchaser's and Pre- Production Samples | Not Applicable |
| 43 | 53.4,53.5,<br>53.7 | EOI Tenders | Not Applicable |
| 44 | 54.3.1,<br>54.5.2 | Tenders for Disposal of Scrap | Not Applicable |
| 45 | 55.2,<br>55.3,<br>55.7, 55.8 | Development / Indigenization Tenders | Not Applicable |

(Authorised Signatory of the bidder firm with date) (Seal)

## Section IV: General Conditions of Contract (GCC)

**Part I: General Conditions of Contract applicable to all types of Tenders**

**1. Interpretation; Definitions and Abbreviations:** In the contract, unless the context otherwise requires:

**1.1 Interpretation and Definitions:**

a) The heading of these conditions shall not affect the interpretation or construction thereof.
b) "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.
c) Words in the singular include the plural and vice-versa.
d) 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.
e) 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.
f) 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.
g) Any generic reference to GCC shall also imply a reference to SCC as well.
h) In case of conflict, provisions of SCC shall prevail over those in GCC.
i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
j) 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.
k) "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.
l) "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.
m) "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.
n) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
o) "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.
p) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'Rate Contract' or 'Framework Contract' or 'Letter of Intent – LoI' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'Repeat Order' accepted/acted upon by the contractor or a 'formal Agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
q) "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.;
r) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
s) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/Contract;
t) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
u) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, subassemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance.
v) "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;
w) "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.
x) "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;
y) "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).
z) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)

aa) "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;

bb) "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;

cc) "Parties": The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

dd) "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.

ee) "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.

ff) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/Services/works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure" / "procured" or "purchase" / "purchased" shall be construed accordingly;

gg) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

hh) "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'.

ii) "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.

jj) "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.

kk) "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.

ll) "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;

mm) "Works" refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

**1.2 Abbreviations:**

| | |
|---|---|
| "AAEC" | means "Appreciable Adverse Effect on Competition" as per Competition Act |
| "BG" | means Bank Guarantee |
| "BL or B/L" | means Bill of Lading |
| "BOQ" | means Bill of Quantities |
| "BSD" | means Bid Securing Declaration |
| "BNPMIPL" | means Bank Note Paper Mill India Private Limited |
| "BRBNMPL" | means Bhartiya Reserve Bank Note Mudran Private Limited |
| "CD" | means Custom Duty |
| "CFR" | means Cost and Freight (port of destination) |
| "CIF" | means Cost, Insurance and Freight (port of destination) |
| "CMD" | means Chairman and Managing Director |
| "CPSU" | means Central Public Sector Undertaking |
| "DAP" | means Delivered at Place (Destination) |
| "DDO" | means Direct Demanding Officer in Rate Contracts |
| "DEA" | means Department of Economic Affairs |
| "DoCC" | means Currency and Coins Division in Department of Economic Affairs |
| "DGS&D" | means Directorate General of Supplies and Disposals |
| "DP" | means Delivery Period |
| "DPIIT" | means Department for Promotion of Industry and Internal Trade |

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

**2. A. Application**

**2.1** The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

**2.2** General Conditions of the contract shall not be changed from one tender to other.

**B. The Contract**

**2.3 Language of Contract**

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

**2.4 Severability**

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

**2.5 Contract Documents and their Precedence**

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

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

**C. Governing Laws and Jurisdiction**

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

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

a. Indian Contracts Act, 1872
b. Sale of Goods Act, 1930
c. Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
d. Competition Act, 2002 as amended by Competition (Amendment Act), 2007

**D. Contractor's Obligations and restrictions on its Rights**

**2.9 Changes in Constitution / financial stakes / responsibilities of a Contract's Business:** The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution / financial stakes / responsibilities during the execution of the contract.

**2.10 Obligation to Maintain Eligibility and Qualifications:** The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within seven (07) days of it coming to the Contractor's knowledge. These changes include but are not restricted to change regarding declarations made by it in its bid in Section XVIII: Eligibility Declarations.

**2.11 Consequences of a breach of Obligations:** Should the Contractor or any of its Partners or its Subcontractors or the Personnel commit a default or breach of its obligations, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC clause or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

**E. Permits, Approvals and Licenses**

**2.12** Whenever the supply of Goods and incidental Works/Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance, if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

**3. Use of contract documents and information**

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

**3.2** During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications / drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.

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

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

**3.5** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of BRBNMPL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BRBNMPL's prior written consent. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

**4. Indemnities for breach of IPR Rights**

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

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

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

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

**4.4** If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

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

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

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

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

**6. Performance Security**

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

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

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

a. Insurance Surety Bond
b. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the relevant clause of NIT in reference to EMD.
c. Bank Guarantee (including e-Bank Guarantee) issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.

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

**6.5** In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the

amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

**6.6** If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion:

i. to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/default, or
ii. without terminating the Contract:
   1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity, or
   2. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/default.

**6.7** Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

**6.8 Non-receipt of Performance Security and Contract by BRBNMPL**

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Security Declaration), besides taking other administrative punitive actions by BRBNMPL against it.

**6.9 No Claim Certificate and Release of Contract Securities**

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity.

**7. Technical Specifications and Standards**

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

**7.2** **Incidental Works/Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/Machinery & Plant) as an integral part of the Goods in the contract or perform/deliver specified incidental Works/Goods as an integral part of the Services in the contract.

**8. Packing and Marking**

**8.1** The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including 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:

(i) contract number and date
(ii) brief description of goods including quantity
(iii) the gross weight of the package
(iv) packing list reference number
(v) country of origin of goods
(vi) consignee's name and full address and
(vii) supplier's name and address

**9. Inspection and Quality Control**

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

**9.2** The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance,

including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.

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

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

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

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

**9.7** Goods accepted by BRBNMPL and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient concerning 'Technical Specifications and Quality Assurance'.

**10. Terms of Delivery**

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

b) **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.

c) 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.

d) **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 non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

e) **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 part-shipments and / or transhipments without the express / prior written consent of BRBNMPL.

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

**11.3 Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by BRBNMPL. The Contractor shall give adequate notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of CFR contracts, the Contractor shall arrange shipment in accordance with the instructions from BRBNMPL.

**11.4 Airlifting:** Should the Purchaser intend to airlift all or some of the stores the Contractor shall pack the stores accordingly on receipt of intimation to that effect from the Purchaser. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

**12. Insurance:**

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

a. 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.

b. 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.

c. In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after

settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

**13. Spare parts**

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

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

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

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

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

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

**14. Incidental services**

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

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

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

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

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

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

a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
b) Packing list;
c) Insurance certificate;
d) Railway receipt / 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 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**

**16.1** In general, the supplier should warrant that the goods supplied under the contract is new, unused and incorporate all

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

**16.2** Unless otherwise specified in the SCC, this warranty shall remain valid for twelve months after the goods or any portion 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:

a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by BRBNMPL.

b) 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 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:

(a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
(b) mode of packing,
(c) incidental services to be provided by the supplier
(d) mode of despatch,
(e) place of delivery, and
(f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.

**19.2** In the event of any such modification / alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty-one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.

**19.3** **Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

**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**



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**20.1** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.

**20.2** **Price Variation:** If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/power components as per the price variation formula specified therein.

**20.3** **Exchange Rate Variation:** The offer of the tenderer should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period, unless firm has already indicated the time schedule within which material will be imported by the firm. In case delivery period is refixed / extended, ERV will not be admissible, if this is due to default of the supplier.

Documents for claiming ERV:

(i) A bill of ERV claim enclosing working sheet

(ii) Banker's Certificate/debit advice detailing F.E. paid and exchange rate prevailing on the date as applicable.

(iii) Copies of import order/agreement placed on supplier

(iv) Invoice of supplier for the relevant import order

**21. Taxes and Duties**

**21.1** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL. Further instruction, if any, shall be as provided in the SCC.

**21.2** If applicable under relevant tax laws and rules, BRBNMPL shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

**21.3** The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill / invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

**21.4** The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce / trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

**21.5** While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.

**21.6** All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

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

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

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

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

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

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

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

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

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

**21.10** **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

**21.11** **Duties/Taxes on Raw Materials:** The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

**22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:

**22.1** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores section) and on production of all required documents by the supplier.

**22.2** **For Domestic Goods:** Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque.

**22.2.1** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee (Stores section).

**22.2.2** Where the terms of delivery is delivery at site / CIF Destination / FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores section) and on production of all required documents by the supplier.

**22.2.3** Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:

(a) For a contract with terms of delivery as FOR dispatching station
  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
  i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier
  ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

**22.3** **For Imported Goods:** Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).

(a) Cases where Installation, Erection and Commissioning (if applicable) **are not the responsibility of the Supplier** - 90% net FOB/FAS/ CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after ascertaining its suitability by the consignee (User department).

(b) Cases where Installation, Erection and Commissioning **are the responsibility of the Supplier** - 80% to 90% net FOB/FAS/CFR/CIF/ CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance 10% - 20% within 21-30 days of successful installation and commissioning at the consignee's premises and final acceptance by the consignee (User department).

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

**22.5** In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract.

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

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

**22.8** The important documents which the supplier is to furnish while claiming payment are:
(a) Original Invoice (GST compliant)
(b) Packing List (with item-wise gross and net weight)
(c) 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
(e) Manufacturer's test certificate
(f) Performance / Warrantee Bond
(g) Certificate of insurance
(h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department
(i) Consignee's Certificate confirming receipt and acceptance of goods in case of payment after receipt and acceptance
(j) 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) 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.



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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.

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

a. **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.

b. **Denial Clause:**

i. 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.

ii. 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.

iii. 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**

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

above-mentioned delayed period of supply and / or performance, the denial clause incorporated under GCC sub-clause 23.4 above shall also apply.

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

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

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

**26. Breach of Contract - Termination for default**

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

a) 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.
b) 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.
c) 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.
d) 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.
e) When both parties mutually agree to terminate the contract.
f) Any special circumstances, which must be recorded to justify the termination of a contract.
g) 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**

(i) The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.
(ii) In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

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

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

**28. Force Majeure**

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

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

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

**29. Termination for convenience**

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

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

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

**30. Fall Clause**

*This clause shall be applicable only if explicitly invoked in SCC. Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract.*

**30.1** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

**30.2** The above stipulation shall, however, not apply to:

(i) Exports by the contractor

(ii) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement

(iii) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates

30.3 The contractor shall furnish the following certificate with each bill for payment of supplies made against the contract.

*"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to BRBNMPL under the contract herein, and such Goods have not been offered/sold by me/us to any person / organisation including any Ministry/Department/Attached and Subordinate Office/Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (i), (ii) and (iii) of sub-clause (30.2) above, details of which are as follows:-"*

**31. Notices**

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

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

**32. Code of Ethics, Obligations, Penalties and Punishments**

**32.1** **Code of Ethics:** Officers and staff of BRBNMPL as well as Bidders, Suppliers, Contractors, and Consultants under BRBNMPL contracts shall observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant

contracts:

(i) **"Corrupt practice"** making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

(ii) **"Fraudulent practice"** any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) **"Anti-competitive practice"** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) **"Coercive practice"** harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) **"Conflict of interest"** – participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract from which particular procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any officer in Procuring entity, who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

**32.2 Obligations for proactive disclosures:**

(i) Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Ethics to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above – pre-existing or as and when these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of ethics.

(ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such code of ethics with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of ethics.

**32.3 Penalties and Punishments**

A particular violation of ethics may span more than one of above-mentioned unethical practices. Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the Procuring Entity comes to a conclusion that a (prospective) bidder or contractor directly or through an agent has violated this Code of Ethics in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including:

**32.3.1 if his bids are under consideration in any procurement**

a. Rejection and exclusion of the bidder from the procurement process;
b. Calling off of any pre-contract negotiations and forfeiture or encashment of bid security;
c. Forfeiture or encashment of any other security or bond relating to the procurement;
d. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
e. Recovery of payments made by the procuring entity along with interest thereon at prevailing rate;
f. 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;
g. In case of Anti-competitive practices, information for further processing may be filed with the Competition Commission of India.
h. 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**

(i) If the Parties fail to reach an amicable settlement through the processes of Mutual Consultation and Conciliation through ESC, then either Party (the PURCHASER or the SELLER) may within thirty (30) days of such failure give a written notice to the other Party requiring that all matters in dispute or difference or in question be arbitrated upon in accordance with The Arbitration and Conciliation Act 1996.

(ii) Only the matters specified in such written notice which are in question or subject of dispute or difference, as also the amount of claim / counter-claims, shall be referred to the arbitration and no other matter which has not been specified shall be referred to the arbitration.

(iii) The claims and counter claims raised by the Parties at the time of invocation of the arbitration shall be final and binding on the Parties and no change shall be allowed in the same at any stage during arbitration under any circumstances. Withdrawal of claims/counter claims may however be done by the Parties at any stage.

(iv) The matters in dispute or difference or in question may be referred by either Party to a sole Arbitrator if the total value of the claim/counter-claim is up to ₹50 lakh and to a panel of three Arbitrators if the total value of claim/counter-claim is more than ₹50 lakh. For this purpose, BRBNMPL shall maintain a panel of qualified and experienced persons who will function as Arbitrators.

(v) **Appointment of Sole Arbitrator:** MD, BRBNMPL shall appoint the Sole Arbitrator from its panel of Arbitrators with the written consent of the other Party. The complexities of the dispute, the qualification and the experience of the person shall be kept in view while making such appointment. The award of the sole Arbitrator shall be final and binding on all parties.

(vi) **Appointment of three Arbitrators:** MD, BRBNMPL shall appoint an Arbitrator from its panel of Arbitrators. The complexities of the dispute, the qualification and the experience of the person shall be kept in view while making such appointment. Likewise, the other Party shall appoint its Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator, who will be the Presiding Arbitrator. The decision of the majority of the Arbitrators shall be the Award of the Arbitral Tribunal and shall be final and binding on all parties.

(vii) The Arbitrator or Arbitrators appointed under this clause shall have the power to extend the time to make the award with the consent of the Parties as per the Arbitration and Conciliation Act, 1996 as amended till date. The fees of Arbitrator(s) and all other incidental cost incurred during the arbitration proceedings shall be borne equally by the parties.

(viii) The arbitration proceeding shall be held in Bengaluru or any other place in India as decided by the PURCHASER and shall be conducted in English language. All documentation to be reviewed by the Arbitrators and / or submitted by the Parties shall be written or translated into English.

(ix) The Arbitration Proceedings shall be governed by The Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

(x) Pending reference to arbitration, the Parties shall continue to perform their contractual obligations under the Agreement and disputes or differences or questions, if any, will finally be settled in the arbitration.

**34. Jurisdiction**

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract or any Award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at Bengaluru/Kolkata and only the said Court(s) at Bengaluru/Kolkata shall have jurisdiction to entertain and take any such actions and/or proceedings to the exclusion of all other Courts.

**35. Governing Law**

The Contract shall be governed in all respects by the by the laws of the Republic of India for the time being in force without application of the doctrine of Renvoi.

**35. Secrecy**

**35.1** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as “Secret”, the Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.

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

**35.3**. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

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

**36. Disposal / Sale of Scrap by Tender**

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

**36.2 Payment and Default**

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



**Sign & Seal**

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

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

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

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

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

**36.3 Deliveries, Delays and Breach of Contact**

**36.3.1** The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of the purchaser.
The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

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

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

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

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

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

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

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

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

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

**36.3.11** The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act, 1948 and all the other related statutory and legal provisions and 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.

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

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

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

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

| Sl. No | GCC Clause No. | Topic | SCC Provision |
|---|---|---|---|
| 1 | 1 to 4 | Interpretation; Definitions and Abbreviations, Application, Use of contract documents and information, Indemnities for breach of IPR Rights | No Change |
| 2 | 5 | Eligible Goods/ Services: Country of Origin and Minimum Local Content | Applicable. In addition, A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting" However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). |
| 3 | 6 | Performance Bond/Security | Applicable. **No Relaxation for bidder of any Stature**<br>An amount equivalent to **10% of the awarded contract value per year** for the respective schedule to be submitted within 21 days of issue of LOI shall have to be submitted in the form of BG/DD which may be released after 60 days of successful and satisfactory completion of the **Entire Project/Contractual Obligation** without any interest. 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 Security Declaration), besides taking other administrative punitive actions by BRBNMPL against it.<br>If Performance Security is to be submitted in the form of Bank Guarantee (BG), same should be valid up to 60 days after the date of completion of all contractual |



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| | | | obligation including warranty period, if any, with additional claim period of one year.<br>Format of Bank Guarantee (BG) shall be as per Section-XV (Bank Guarantee Form for Performance Security).<br>SFMS confirmation along with Bank Guarantee confirmation must be submitted together with the original Bank Guarantee document.<br>Performance Guarantee shall be released without any interest after completion of all contractual obligations and submission of 'NO CLAIM CERTIFICATE' |
| 4 | 7 to 8 | Technical Specifications and Standards, Packing and Marking | No Change |
| 5 | 9 | Inspection and Quality Control | Applicable,<br>Executed works shall be inspected as per tender specifications. If executed work 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. |
| 6 | 10 | Terms of Delivery | Applicable.<br>**The contract period is initially for 01 (one) year. It is extendable on a yearly basis for up to 02 (two) additional years on the exact same rates, terms, and conditions, subject to satisfactory performance of the contractor.**<br>**The work should be completed as per the time period mentioned in the tender form or individual work orders/ job card.** |
| 7 | 11 | 11.2 Instructions for transportation of domestic goods<br>11.3 Shipping Arrangements for Foreign Contracts<br>11.4 Airlifting | 11.2- Applicable<br>11.3-Not Applicable<br>11.4-Not Applicable |
| 8 | 12 | Insurance | Applicable<br>(1) ESI coverage as per ESI Act / Workmen compensation policy to be obtained for workers not covered under ESI as per Workmen Compensation Act.<br>(2) Duration of policy: It should be valid from date of commencement to completion of contract |
| 9 | 13 | Spare Parts | Not Applicable |
| 10 | 14 | Incidental Services | Applicable |
| 11 | 15 | Distribution of Dispatch Documents for Clearance/ Receipt of Goods | 15.3 - Not Applicable |
| 12 | 16 | Warranty | **Applicable**<br>**Defects Liability Period (DLP): 12 Months from the date** |


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| | | | **of successful completion of the individual job card/ work order**. Any faults which may appear within the warranty period after the completion of works, arising in the opinion of the BRBNMPL from materials or workmanship not in accordance with the bidder, shall upon the directions in writing of the BRBNMPL, and within one week from date of intimation or such reasonable time as shall be specified therein, be amended and made good by the Bidder, at his own cost. In case of default BRBNMPL may employ and pay other persons to amend and make good such defects. All expenses thus incurred shall be at the risks and costs of the contractor. |
| 13 | 18 | Sub contracts | Not Applicable |
| 14 | 19 | Modification of Contract | The quantity mentioned in BOQ is indicative only and may be increased or decreased as per requirement any point of time during the currency of the contract This Rate Contract is a standing offer. The estimated value is indicative only. There is no guaranteed minimum commitment or minimum quantum of work. Jobs will be executed strictly on an as-and-when-required basis..<br>19.3 Option Clause- Not Applicable<br>19.4 Repeat Order Clause- Not Applicable |
| 15 | 20 | Prices | No Change<br>Price Adjustment Clause – Not Applicable |
| 16 | 21 | Taxes and duties | No Change;<br>21.10 : Statutory Variation Clause - Applicable<br>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 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. |
| 17 | 22,<br>22.1,<br>22.2,<br>22.3,<br>22.4,<br>22.6 | Terms and Mode of Payments | i. No advance payment shall be made.<br>ii. The Contractor shall not be paid any mobilization advance or any secured advance.<br>iii. Payment shall be done as per actual work against the issued Job card/ work order after verification and Certification by BRBNMPL.<br>iv. The Contractor after satisfactory completion of work has to submit measurement sheet and compliance report from the complainer along with the bill. Contractor also has to return the damaged items/ parts to BRBNMPL, failing which processing of bill will be delayed. In absence of return of damaged |



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| | | | items/ parts, the payment for the rectification will be denied.<br>v. Bill for jobs carried out during any specified month shall be claimed within first week of the next month along with copy of measurement sheet and original job card. Payment will be released on satisfactory completion of work against each job card, based on actual work done.<br>vi. Payment shall be released through RTGS/ NEFT only. NEFT Mandate as per Annexure 7, submitted along with Technical Bid. **Statutory Deductions as applicable will be deducted from the gross bill amount.**<br>vii. No payment shall be released against the extra materials brought to the site.<br>viii. All calculation should be on Basic Cost only. The TDS and all other taxes as applicable will be affected from each bill against the job card at the rate in vogue at the relevant time.<br>ix. Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment to be borne by the bidder/ Contractor only.<br>x. Bidder has to furnish the price-break-up including the tax components.<br>xi. Undertaking for statutory compliance shall be submitted along with the Final bill.<br>xii. All invoices for payments shall be submitted in prescribed computerized forms supported by detailed measurement of items of work as per measurement books along with related bills/invoices and challan of the materials.<br>xiii. 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.<br>xiv. Suitable deduction as deemed fit will be made for non-compliance in executing works as per schedule. Such amount shall be decided by the BRBNMPL and shall be binding on the contractor. GST, taxation shall be calculated as per the new rules and will be paid as per actuals.<br>xv. Final Bill: The Bidder shall submit the final bill duly certified by BRBNMPL Officer/Engineer In charge |



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| | | | within 2 (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 claim 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 the quantities beyond the tendered quantities unless ordered for by specific written instructions from BRBNMPL.<br>xvi. Payment shall be released **within 30 days** of receipt of bill in original and complete with all required supporting documents subject to acceptance of work. |
| 18 | 23 | Delay in the supplier's performance | Below is in addition to GCC Clause No. 23.<br>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 neighboring 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 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.<br>If the Contractor needs an extension of time for completion of the work, the Contractor shall apply 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.<br>**a.** In case the Tenderer not carried out the work as per the Terms and Conditions of the work order, not |

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| | | | complied with the statuary requirement and its obligations, abandons/discontinue the contract within the validity of the contract period, the BRBNMPL Management reserves the rights to get the remaining work/uncompleted work done through any other agencies and the loss or extra expenditure suffered in such event shall be debited to Tenderers' account in addition to forfeiting the Security Deposit.<br>**b.** In case of default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.<br>**c.** Un-satisfactory performance of the Contract may also lead to black listing of the Tenderer. |
| 19 | 24 | Liquidated damages | **Applicable**<br>In case of any delay in work completion; BRBNMPL shall, under the contract deduct from the Job Card / work order value, as liquidated damages, a sum equivalent to 0.5% of the job card value for each week of delay or part thereof until actual completion, subject to a maximum deduction of 10% of the total job card value.<br>For any delay in adherence to Time Schedule stipulated under individual Work Order, Liquidated Damage (LD) shall be levied. |
| 20 | 25 | Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor, | 25.1 – Not applicable<br>25.2 – No Change |
| 21 | 26 | Breach of Contract - Termination for default | If the Contractor should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the contract, or if he should fail to make prompt payments to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor one month's notice, terminate the Contract. In such case the Contractor shall not be entitled to |


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| | | | receive any further payment until the work is completed. The contractor has no power to claim compensation and their Security Deposit will be forfeited. The BRBNMPL has the authority to complete the remaining works through other agencies. Decision of the BRBNMPL in this regard is final. The BRBNMPL has the authority to terminate the contract with one month's notice without specifying any reasons thereof, without any compensation at any time during the currency of the contract. The contractor has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract. |
| 22 | 27 | Breach of Contract - Termination for insolvency | Escrow Arrangement – Not Applicable |
| 23 | 28 to 29 | Force Majeure, Termination for convenience | Applicable |
| 24 | 30 | Fall Clause | Applicable<br>The contractor shall furnish the certificate with each bill for payment of supplies made against the contract as per GCC clause No. 30.3. |
| 25 | 31 to 32 | Notices, Code of Ethics, Obligations, Penalties and Punishments | No Change |
| 26 | 33 | Resolution of disputes | Clauses of 33.1, 33.2 and 33.3 are applicable<br>All disputes / differences shall be subject to and referred to the court of competent jurisdiction situated within the limits of Mysuru, Karnataka. |
| 27 | 34 | Jurisdiction | Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru |
| 28 | 35 | Governing Law and Secrecy | No Change |
| 29 | 36 | Disposal / Sale of Scrap by Tender | Not Applicable |

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



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## Section VI: List of Requirements

| Sl. No. | Brief Description of Goods / Services/works | Quantity (with unit) | Earnest Money Deposit (in Rs.) | Remarks |
|---|---|---|---|---|
| **1.** | ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU | For Schedule of Items, refer Section VII-B of this tender. | 30,000/- | For Scope of Work, refer Section VII of this tender. |

**Required Delivery Schedule, Destination and Mode of Transportation:**

**a) Delivery:** The work should be completed as per schedule time given in individual work order/Job Card from the date of issue of LOI/WO. Location details for the Work will be at Plant & Township BRBNMPL, Mysuru.

**Destination:** F.O.R. BRBNMPL, Mysuru. The material has to be delivered and unloaded at our work site.

Address: SENIOR GENERAL MANAGER
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar, Mysuru - 570 003

**b)** The schedule of items and respective make are detailed under Section VII- B : SCHEDULE OF ITEMS for Annual Rate Contract. However, the quantity mentioned, is estimated only and order will be placed as per requirement. However payment shall be made based on the actual quantity used/quantum of work done.

**c) Quantum of work**: The total estimated value of the Rate Contract is up to ₹15 Lakhs per year. Quantities mentioned in the schedule of items are as per the prevailing condition & requirement and may vary during the execution of work. The estimated value is indicative only, and there is no guaranteed minimum commitment or minimum quantum of work. Any such variance will be accounted and paid as per the quoted rates against individual Work Orders.

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

**e) Packing:** The material should be supplied in the original packing of manufacturer and the packing should be good enough to withstand any damage during transportation and material should reach in good condition till the destination as mentioned at b) above.

| **E-Tender Description** | **ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU** |
|---|---|
| **E- Tender No.** | **Open Tender No. 036/MYS/MMD/2026-27 Dated. 04/11/2026 [MSTC Event No.: BRBNMPL/Mysuru Press/MMD/37/26-27/ET/70]** |

| Sr. No. | HSN Code | GST % | Local Content % | Description of goods and services | Qty with UOM | Delivery offered | Destination State for GST Purpose | Bidder GSTIN |
|---|---|---|---|---|---|---|---|---|
| 1 | | | | ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU | As above | As per tender | | |

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

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



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# Section VII: Scope of Work & Technical Specifications

## A. Scope of work:

1. Electrical work includes point wiring in township buildings and plant, laying of cables as well as repair, fixing and replacement of electrical fittings like fans, geysers, etc.
2. All the material supplied should have IS mark with reputed make as per details given in Section VII- B **SCHEDULE OF ITEMS for Annual Rate Contract.**
3. The Estimated rates of BRBNMPL, Mysuru shall be the basis for the rate contract. The contractor shall quote for at par or percentage increase or reduction in the above rate.
4. Contractor shall take up required masonry/civil/excavation/mending/finishing jobs related to the minor electrical work.
5. Repairing, wiring, erection & commissioning and testing of work should be carried out as per prevailing central & state electricity rules and regulations.
6. **Tools & Tackles**: The contractor shall have the required tools and tackles like testing and measuring instruments, Megger (LT & HT), clamp meters, Multimeters, crimping tool etc required to perform the work.
7. Work order will be awarded to contractor as and when required depending on the work requirement.
8. Contractor shall lay the Cable as per the route directed by BRBNMPL and standard practice shall be followed for termination of cables.
9. The quantities mentioned in schedule of items are tentative and may vary as per the site requirement. Payment shall be made as per the actual work done.
10. The contractor has to arrange all the required materials, tools and tackles, Labour, transportation etc., at his own cost.
11. The materials supplied and work executed shall comply with I.S. Standard and I.E. Rules. BRBNMPL shall have the right to reject any materials and workmanship, if it is found not in conformity with specification, approved brand and terms and conditions.
12. Latest revision of all applicable Indian and IE codes, regulations shall govern the design, manufacture, installation, testing and commissioning of the work even when the requirement of the specification is less stringent than the codes, regulations and standards. In the event of requirement of the specification exceeds the corresponding codes, regulations or standards, the specification shall govern.
13. The contractor shall be solely responsible to ensure the safety of all his workers. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
14. The bidders **shall visit the Locations in BRBNMPL, Mysuru** and shall have clear understanding about scope of work, volume of work, requirement of skill levels of workforce etc. and any doubt/clarification may be cleared/done before submitting their offers. Any claim of ignorance about the system or responsibility shall not be entertained in later stage.
15. **Estimated Value for the Work**: Single order/Job Card (estimated) value is maximum up to ₹5 lakhs and total works under the rate contract will be estimated maximum up to ₹15 lakhs in a year.
16. Individual work order will be issued based on the particular work and estimation done by BRBNMPL.
17. ***Contractor shall have Class-I Electrical License and document to be submitted along with the Technical bid.***



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## B. SCHEDULE OF ITEMS for Annual Rate Contract

| Sl.No | Description | Unit | Basic Rates in Rs. (Estimated Rate) A | Prevailing GST (currently 18%) in Rs. B = A*18% | Total (estimated) contract rate including GST in Rs. C=A+B |
|---|---|---|---|---|---|
| 1 | Groove cutting in Brick Wall/ CC floor to the suitable depth for concealing of conduit/ GI pipe and plastering, finishing up to wall surface complete | | | | |
| 1.1 | up to 50 mm conduit in brick wall | Mtr | 32.34 | 5.82 | 38.16 |
| 1.2 | up to 50 mm conduit CC floor | Mtr | 57.98 | 10.44 | 68.42 |
| 2 | Supply & fixing PVC/GI Flexible conduit pipe ……. mm dia with all required necessary fixing accessories. | | | | |
| 2.1 | 20 mm | Mtr | 35.68 | 6.42 | 42.10 |
| 2.2 | 25 mm | Mtr | 45.72 | 8.23 | 53.94 |
| 2.3 | 32 mm | Mtr | 75.82 | 13.65 | 89.47 |
| 2.4 | 38 mm | Mtr | 105.93 | 19.07 | 124.99 |
| 2.5 | 50 mm | Mtr | 129.34 | 23.28 | 152.62 |
| 3 | Supplying and fixing 'S' hook made out of 14 mm dia MS rod. | No | 55.75 | 10.04 | 65.79 |
| 4 | Supply and fixing surface/flush mounting PVC modular box suitable for mounting modular switch plates with due groove cutting in brick/CC wall including all necessary fixing materials. | | | | |
| 4.1 | 1-3 way | Each | 127.11 | 22.88 | 149.99 |
| 4.2 | 4-5 way | Each | 157.22 | 28.30 | 185.51 |
| 4.3 | 6-8 way | Each | 204.05 | 36.73 | 240.77 |
| 4.4 | 10-12 way | Each | 234.15 | 42.15 | 276.30 |
| 5 | Supply and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with all required screws/bolts/nuts etc. | | | | |
| 5.1 | 1 to 3 module | Each | 142.72 | 25.69 | 168.41 |
| 5.2 | 4 module | Each | 161.68 | 29.10 | 190.78 |
| 5.3 | 6 module | Each | 223.00 | 40.14 | 263.14 |
| 5.4 | 8 module | Each | 278.75 | 50.18 | 328.93 |
| 5.5 | 10 module | Each | 328.93 | 59.21 | 388.13 |
| 5.6 | 12 module | Each | 390.25 | 70.25 | 460.50 |
| 6 | Supplying and fixing of modular switch/socket/ regulator etc. on existing modular switch plate. | | | | |



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| **6.1** | **6 Amps one way** | **Each** | **97.01** | **17.46** | **114.47** |
| **6.2** | **6 Amps two way** | **Each** | **133.80** | **24.08** | **157.88** |
| **6.3** | **6 Amps three way socket** | **Each** | **146.07** | **26.29** | **172.36** |
| **6.4** | **Stepped fan regulator** | **Each** | **356.80** | **64.22** | **421.02** |
| **6.5** | **16 Amps one way switch** | **Each** | **175.06** | **31.51** | **206.56** |
| **6.6** | **6 Amps Bell push** | **Each** | **133.80** | **24.08** | **157.88** |
| **6.7** | **32 Amps D.P.Switch** | **Each** | **323.35** | **58.20** | **381.55** |
| **6.8** | **6/16 Amps universal socket** | **Each** | **226.35** | **40.74** | **267.09** |
| **6.9** | **TV/Telephone socket** | **Each** | **126.00** | **22.68** | **148.67** |
| **7** | **Supplying and fixing 32 Amps security and energy saving D.P.Switch with key tag suitable to operate on 230 V, 50 Hz A.C.Supply and completely wired on existing box** | **Each** | **691.30** | **124.43** | **815.73** |
| **8** | **Supplying and fixing of metal socket set of 2 pole & Earth + 3 pole neutral & Earth** | | | | |
| **8.1** | **10 Amps 2 Pole+Earth 250 V plug SP&N** | **Each** | **356.80** | **64.22** | **421.02** |
| **8.2** | **20 Amps 2 Pole+Earth 250 V plug SP&N** | **Each** | **457.15** | **82.29** | **539.44** |
| **8.3** | **10 Amps 3 Pole + Earth 440 V Plug TP&N** | **Each** | **579.80** | **104.36** | **684.16** |
| **8.4** | **20 Amps 3 Pole + Earth 440 V Plug TP&N** | **Each** | **602.10** | **108.38** | **710.48** |
| **9** | **Erection of Street light poles i.e making RCC coping for pole, provision for junction box,with all necessary materials including spiral earthing complete.** | | | | |
| **9.1** | **7 mtrs** | **Each** | **7805.00** | **1404.90** | **9209.90** |
| **9.2** | **9 mtrs** | **Each** | **8032.46** | **1445.84** | **9478.30** |
| **10** | **Supplying and fixing regular MCB Distribution board on wall/wood board/ flush mounting using required clamps/Bolts/nuts etc for fixing suitable type capacity MCB's single phase/3 phase with powder coated painting, made out of 14 SWG MS enclosure.** | | | | |
| | **Single Door** | | | | |
| **10.1** | **4 - Way SP & N** | **Each** | **981.20** | **176.62** | **1157.82** |
| **10.2** | **8 - Way SP & N** | **Each** | **1228.73** | **221.17** | **1449.90** |
| **10.3** | **12- Way SP & N** | **Each** | **1382.73** | **248.89** | **1631.63** |
| | **Double door** | | | | |
| **10.4** | **4 - Way SP & N** | **Each** | **1344.69** | **242.04** | **1586.73** |
| **10.5** | **8 - Way SP & N** | **Each** | **1839.75** | **331.16** | **2170.91** |
| **10.6** | **12- Way SP & N** | **Each** | **2304.71** | **414.85** | **2719.55** |
| **11** | **Supplying & fixing of miniature circuit Breaker with short circuit Breaking capacity of 10KA & complete wiring as required.** | | | | |
| **11.1** | **5-32 Amps SP** | **Each** | **490.60** | **88.31** | **578.91** |
| **11.2** | **40-63 Amps SP** | **Each** | **680.15** | **122.43** | **802.58** |
| **11.3** | **5-32 Amps DP** | **Each** | **1025.80** | **184.64** | **1210.44** |



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| **11.4** | **40-63 Amps DP** | **Each** | **1306.78** | **235.22** | **1542.00** |
| **11.5** | **5-32 Amps TPN** | **Each** | **1844.21** | **331.96** | **2176.17** |
| **11.6** | **40-63 Amps TPN** | **Each** | **2535.51** | **456.39** | **2991.90** |
| **12** | **Supplying of 1.1 KV L.T.U.G. Cable having aluminium conductor PVC insulated, extruded inner sheathed, galvanized, steel strip conforming to IS 3975:1990 and extruded PVC outer sheathed armoured cable with specified IS-1554 part-1: 1998** | | | | |
| **12.1** | **2 core 10 sq. mm** | **Mtr** | **124.88** | **22.48** | **147.36** |
| **12.2** | **4 core 10 sq. mm** | **Mtr** | **162.79** | **29.30** | **192.09** |
| **12.3** | **2 core 16 sq. mm** | **Mtr** | **151.64** | **27.30** | **178.94** |
| **12.4** | **4 core 16 sq. mm** | **Mtr** | **158.33** | **28.50** | **186.83** |
| **12.5** | **3.5 core 25 sq. mm** | **Mtr** | **233.04** | **41.95** | **274.98** |
| **12.6** | **3.5 core 35 sq. mm** | **Mtr** | **268.72** | **48.37** | **317.08** |
| **12.7** | **3.5 core 70 sq. mm** | **Mtr** | **452.69** | **81.48** | **534.17** |
| **12.8** | **3.5 core 95 sq. mm** | **Mtr** | **565.31** | **101.75** | **667.06** |
| **12.9** | **3.5 core 120 sq. mm** | **Mtr** | **720.29** | **129.65** | **849.94** |
| **12.10** | **3.5 core 150 sq. mm** | **Mtr** | **1022.46** | **184.04** | **1206.50** |
| **12.11** | **3.5 core 185 sq. mm** | **Mtr** | **1089.36** | **196.08** | **1285.44** |
| **12.12** | **3.5 core 240 sq. mm** | **Mtr** | **1183.02** | **212.94** | **1395.96** |
| **12.13** | **3.5 core 300 sq. mm** | **Mtr** | **1430.55** | **257.50** | **1688.04** |
| **12.14** | **3.5 core 400 sq. mm** | **Mtr** | **1791.81** | **322.52** | **2114.33** |
| **13** | **Labour charges for Laying 1.1 KV Class UG cable in existing trench/GI Pipe/Stoneware pipe/On wall/ On Pole as required.** | | | | |
| | **In Existing trench / duct** | | | | |
| **13.1** | **6 sq.mm to 16 sq.mm** | **Mtr** | **15.61** | **2.81** | **18.42** |
| **13.2** | **25 sq.mm to 75 sq.mm** | **Mtr** | **23.42** | **4.21** | **27.63** |
| **13.3** | **95 sq.mm to 150 sq.mm** | **Mtr** | **31.22** | **5.62** | **36.84** |
| **13.4** | **185 sq.mm to 240 sq.mm** | **Mtr** | **46.83** | **8.43** | **55.26** |
| **13.5** | **300 sq.mm to 400 sq.mm** | **Mtr** | **62.44** | **11.24** | **73.68** |
| | **On Wall / Structure** | | | | |
| **13.6** | **6 sq.mm to 16 sq.mm** | **Mtr** | **46.83** | **8.43** | **55.26** |
| **13.7** | **25 sq.mm to 75 sq.mm** | **Mtr** | **54.64** | **9.83** | **64.47** |
| **13.8** | **95 sq.mm to 150 sq.mm** | **Mtr** | **76.94** | **13.85** | **90.78** |
| **13.9** | **185 sq.mm to 240 sq.mm** | **Mtr** | **92.55** | **16.66** | **109.20** |
| **13.10** | **300 sq.mm to 400 sq.mm** | **Mtr** | **123.77** | **22.28** | **146.04** |



**Sign & Seal**

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| 14 | Digging of trench of 0.6 mtr deep x 0.50 mtr wide, re-filling the trench to the required ground level & consolidation etc., complete. | | | | |
| 14.1 | In Soil (Ordinary) | Mtr | 167.25 | 30.11 | 197.36 |
| 14.2 | Cutting Road Surface | Mtr | 234.15 | 42.15 | 276.30 |
| 15 | Providing and Filling sand in excavated trench to cover already laid UG cable to a depth of 150 mm all around the cable | Mtr | 245.30 | 44.15 | 289.45 |
| 16 | Supply and covering of bricks (8 bricks per mtr) for protection of UG cables in underground cable laying works | Mtr | 199.59 | 35.93 | 235.51 |
| 17 | Supplying and Laying Double walled Corrugated (DWC) HDPE pipe including all necessary connecting materials in existing trench as per IS 14930 Part-II suitable for drawing underground cables | | | | |
| 17.1 | 40 mm OD / 32 mm ID | Mtr | 150.53 | 27.09 | 177.62 |
| 17.2 | 50 mm OD / 38 mm ID | Mtr | 231.92 | 41.75 | 273.67 |
| 17.3 | 63 mm OD / 50 mm ID | Mtr | 316.66 | 57.00 | 373.66 |
| 17.4 | 77 mm OD / 63 mm ID | Mtr | 401.40 | 72.25 | 473.65 |
| 17.5 | 90 mm OD / 76 mm ID | Mtr | 509.56 | 91.72 | 601.27 |
| 18 | Supplying and Fixing of Class A ( medium duty) G.I Pipe of wall thickness not less than 3.25 mm on Pole / Wall / Drain crossing with necessary clamping arrangements forUG cable of 1.1 KV | | | | |
| 18.1 | 40 mm | Mtr | 423.70 | 76.27 | 499.97 |
| 18.2 | 50 mm | Mtr | 479.45 | 86.30 | 565.75 |
| 18.3 | 65 mm | Mtr | 323.35 | 58.20 | 381.55 |
| 18.4 | 80 mm | Mtr | 842.94 | 151.73 | 994.67 |
| 18.5 | 100 mm | Mtr | 1204.20 | 216.76 | 1420.96 |
| 19 | Supplying and making Straight through cable Joint with epoxy resin including ferrules and other jointing materials for PVC insulated and PVC sheathed steel tape, wire armoured aluminium conductor cable of 1.1 KV grade of the following sizes. | | | | |
| 19.1 | Up to 6 sq.mm | Kit | 2787.50 | 501.75 | 3289.25 |
| 19.2 | 10 / 16 sq.mm | Kit | 2954.75 | 531.86 | 3486.61 |
| 19.3 | 3.5 C x25/ 35 sq.mm | Kit | 2464.15 | 443.55 | 2907.70 |
| 19.4 | 3.5 C x 50 sq.mm | Kit | 2833.22 | 509.98 | 3343.19 |
| 19.5 | 3.5 C x 70 / 95 sq.mm | Kit | 3122.00 | 561.96 | 3683.96 |
| 19.6 | 3.5 C x 120 / 150 sq.mm | Kit | 3902.50 | 702.45 | 4604.95 |
| 19.7 | 3.5 C x 185 / 225 sq.mm | Kit | 4794.50 | 863.01 | 5657.51 |
| 19.8 | 3.5 C x 240 sq.mm | Kit | 3995.05 | 719.11 | 4714.15 |
| 19.9 | 3.5 C x 300 sq.mm | Kit | 3995.05 | 719.11 | 4714.15 |
| 19.10 | 3.5 C x 400 sq.mm | Kit | 4629.48 | 833.31 | 5462.79 |



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| **20** | **Supplying and Laying of High tension (Up to 11 KV) Cable, Dry curing & Dry Cooling with true triple extrusion, 3 Core Underground XLPE (E) cable having stranded compact circular aluminium conductor, screened insulated, Insulation screened with extruded semiconducting compound in combination with copper tape, core laid up inner sheathed of PVC tape GI Flat strip armoured and overall PVC sheathed as per IS 7098/11/85 with latest amendments.** | | | | |
| **20.1** | **3C x 95 sq.mm** | **Mtr** | **1156.89** | **208.24** | **1365.13** |
| **20.2** | **3C x 120 sq.mm** | **Mtr** | **1335.11** | **240.32** | **1575.43** |
| **20.3** | **3C x 150 sq.mm** | **Mtr** | **1382.73** | **248.89** | **1631.63** |
| **20.4** | **3C x 185 sq.mm** | **Mtr** | **1459.56** | **262.72** | **1722.28** |
| **20.5** | **3C x 240 sq.mm** | **Mtr** | **1613.19** | **290.37** | **1903.57** |
| **21** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 1.5 sqr mm wire (2x1.5 sq mm +1x1.5sqr mm earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/NETCO/ Havells), 2 Nos saddle (PVC/G.I) / mtr.** | | | | |
| **21.1** | **15mm- 2 mm thick** | **Mtr** | **161.68** | **29.10** | **190.78** |
| **21.2** | **25mm- 2 mm thick** | **Mtr** | **191.78** | **34.52** | **226.30** |
| **21.3** | **32mm- 2.5 mm thick** | **Mtr** | **215.20** | **38.74** | **253.93** |
| **22** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 2.5 sq.mm. wire (2x2.5 sq mm +1x2.5sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **22.1** | **15mm- 2 mm thick** | **Mtr** | **183.98** | **33.12** | **217.09** |
| **22.2** | **25mm- 2 mm thick** | **Mtr** | **207.39** | **37.33** | **244.72** |
| **22.3** | **32mm- 2.5 mm thick** | **Mtr** | **215.20** | **38.74** | **253.93** |
| **23** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 4 sq. mm. wire (2x4 sq.mm +1x4sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/NETCO/ Havells), 2 Nos saddle (PVC/GI) / mtr.** | | | | |
| **23.1** | **15mm- 2 mm thick** | **Mtr** | **207.39** | **37.33** | **244.72** |
| **23.2** | **25mm- 2 mm thick** | **Mtr** | **230.81** | **41.54** | **272.35** |
| **23.3** | **32mm- 2.5 mm thick** | **Mtr** | **284.33** | **51.18** | **335.50** |
| **24** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 6 sq.mm. wire (2x6 sq.mm. +1x6 sq.mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/ NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **24.1** | **15mm- 2 mm thick** | **Mtr** | **246.42** | **44.35** | **290.77** |



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| **24.2** | **25mm- 2 mm thick** | **Mtr** | **297.71** | **53.59** | **351.29** |
| **24.3** | **32mm- 2.5 mm thick** | **Mtr** | **353.46** | **63.62** | **417.08** |
| **25** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 10 sq. mm. wire (2x10 sq.mm +1x10 sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/ NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **25.1** | **15mm- 2 mm thick** | **Mtr** | **430.39** | **77.47** | **507.86** |
| **25.2** | **25mm- 2 mm thick** | **Mtr** | **453.81** | **81.68** | **535.49** |
| **25.3** | **32mm- 2.5 mm thick** | **Mtr** | **491.72** | **88.51** | **580.22** |
| **26** | **Wiring through 15/25/32 mm PVC conduits (Supreme or ISI approved) / casing and capping with 1.5 sq. mm. wire (4x1.5 sq. mm. +2x1.5sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **26.1** | **15mm- 2 mm thick** | **Mtr** | **254.22** | **45.76** | **299.98** |
| **26.2** | **25mm- 2 mm thick** | **Mtr** | **276.52** | **49.77** | **326.29** |
| **26.3** | **32mm- 2.5 mm thick** | **Mtr** | **299.94** | **53.99** | **353.92** |
| **26A** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 2.5 sq. mm wire (4x2.5 sq. mm. +2x2.5 sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/ NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **26A.1** | **15mm- 2 mm thick** | **Mtr** | **331.16** | **59.61** | **390.76** |
| **26A.2** | **25mm- 2 mm thick** | **Mtr** | **369.07** | **66.43** | **435.50** |
| **26A.3** | **32mm- 2.5 mm thick** | **Mtr** | **400.29** | **72.05** | **472.34** |
| **27** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 4 sq. mm wire (4x4 sq. mm +2x4 sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/ NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **27.1** | **15mm- 2 mm thick** | **Mtr** | **392.48** | **70.65** | **463.13** |
| **27.2** | **25mm- 2 mm thick** | **Mtr** | **422.59** | **76.07** | **498.65** |
| **27.3** | **32mm- 2.5 mm thick** | **Mtr** | **438.20** | **78.88** | **517.07** |
| **28** | **Wiring through 15/25/32 mm PVC conduits (ISI approved) / casing and capping with 6 sq. mm. wire (4x6 sq. mm. +2x6 sq. mm. earth wire) with supply of all items including wire. (wire make : FINOLEX/KDK/ NETCO/ Havells), 2 Nos. saddle (PVC/GI) / mtr.** | | | | |
| **28.1** | **15mm- 2 mm thick** | **Mtr** | **461.61** | **83.09** | **544.70** |
| **28.2** | **25mm- 2 mm thick** | **Mtr** | **491.72** | **88.51** | **580.22** |
| **28.3** | **32mm- 2.5 mm thick** | **Mtr** | **530.74** | **95.53** | **626.27** |



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| **29** | **Wiring through 15/25 mm PVC conduit (ISI approved)/ casing and capping including supply of all fixing accessories excluding wire. 2 Nos. saddle ( PVC/GI)/ mtr. Sizes as per following inches :** | | | | |
| **29.1** | **20"** | **Mtr** | **114.85** | **20.67** | **135.52** |
| **29.2** | **25"** | **Mtr** | **130.46** | **23.48** | **153.94** |
| **29.3** | **32"** | **Mtr** | **161.68** | **29.10** | **190.78** |
| **30** | **Supply & fixing of piano type switches/bell push/2 way switch up to 6 Amps including supply of all items. (Switch Anchor make.)** | **No** | **49.06** | **8.83** | **57.89** |
| **31** | **Supply & fixing of 16 A piano type switches including supply of all items. (Switch Anchor make.)** | **No** | **100.35** | **18.06** | **118.41** |
| **32** | **Supply & fixing of 6 A socket including supply of all materials & socket. (Socket make: Anchor )** | **No** | **54.64** | **9.83** | **64.47** |
| **33** | **Supply & fixing of switch & socket combination 16 amps (with fuse & indicator) including supply of all materials for fixing and cable terminations including switch socket unit. Make: ANCHOR** | **No** | **307.74** | **55.39** | **363.13** |
| **34** | **Supply & fixing of 6 A switch socket combination (Socket make: Anchor )** | **No** | **122.65** | **22.08** | **144.73** |
| **35** | **Supply and fixing of 10"x12"x2" PVC Board (ISI marked)** | **No** | **245.30** | **44.15** | **289.45** |
| **36** | **Supply and fixing of 3"x3"x2" PVC Board (ISI marked)** | **No** | **76.94** | **13.85** | **90.78** |
| **37** | **Supply and fixing of 4"x4"x2" PVC Board (ISI marked)** | **No** | **92.55** | **16.66** | **109.20** |
| **38** | **Supply and fixing of 4"x7"x2" PVC Board (ISI marked)** | **No** | **122.65** | **22.08** | **144.73** |
| **39** | **Supply and fixing of 10"x8"x2" PVC Board (ISI marked)** | **No** | **191.78** | **34.52** | **226.30** |
| **40** | **Supply and fixing of 16 A socket including supply of material** | **No** | **153.87** | **27.70** | **181.57** |
| **41** | **Saddling work in existing wiring excluding casing/conduit** | **Mtr** | **62.44** | **11.24** | **73.68** |
| **42** | **Supply and fixing of lamp holder i.e. Angle holder, Batten holder, Bracket holder (Anchor make)** | **No** | **57.98** | **10.44** | **68.42** |
| **43** | **Fixing and laying of armored cable with metal saddle (2 Nos. saddle per metre)** | **Mtr** | **92.55** | **16.66** | **109.20** |
| **44** | **Excavation of existing cable trenches to detect the fault and back filling.** | **Mtr** | **167.25** | **30.11** | **197.36** |
| **45** | **Removal of old cable from trench, rolling & handing over to BRBNMPL at their store/MRS of all sizes of cables.** | **Mtr** | **83.63** | **15.05** | **98.68** |



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| **46** | **Supply & fixing of cable route marker with 10 cm x 10 cm x 5 mm thick G.I plate with inscription thereon, bolted/welded to 35 mmx35 mmx6mm angle iron,60 cm long and fixing the same in ground as required.** | **Each** | **669.00** | **120.42** | **789.42** |
| **47** | **Power cable termination (LT) up to 95 sq mm cable of all type including supply of glands/lugs/tools/any other material etc. required for termination work.** | **Lot** | **2304.71** | **414.85** | **2719.55** |
| **48** | **Painting of street light poles including scrapping, cleaning, applying one coat of red oxide anti-corrosive primer and two coat of aluminium paints with supply of paints etc for the above work.** | | | | |
| **48.1** | **Up to 5 mtr height Street Light Pole** | **No** | **768.24** | **138.28** | **906.52** |
| **48.2** | **7 mtr height Street Light Pole** | **No** | **999.04** | **179.83** | **1178.87** |
| **48.3** | **9 mtr height Street Light Pole** | **No** | **1151.80** | **207.32** | **1359.12** |
| **49** | **Spray painting of Electrical Junction box, feeder pillar etc. including through scrapping, cleaning of surface, applying one coat of red oxide anti-corrosive primer and two coats of synthetic enamel paints with supply of primer & paints etc. for the completion of above work. Make: Asian/Berger.** | **Sq.Mtr** | **537.43** | **96.74** | **634.17** |
| **50** | **Power cable termination (LT) 120 to 240 sq mm cables of all type including supply of glands/lugs/tools/any other material etc. required for termination work** | **Lot** | **3071.83** | **552.93** | **3624.75** |
| **51** | **Rewinding of motor (Ceiling Fan)** | **No** | **922.11** | **165.98** | **1088.08** |
| **52** | **Rewinding of motor (Wall mounted fan / Pedestal fan / Exhaust Fan)** | | | | |
| **52.1** | **300 mm to 400 mm sweep (75 - 90W)** | **No** | **845.17** | **152.13** | **997.30** |
| **52.2** | **450 mm sweep (100 - 150W)** | **No** | **1075.98** | **193.68** | **1269.65** |
| **52.3** | **600 mm sweep (200W)** | **No** | **1382.60** | **248.87** | **1631.47** |
| **53** | **Lighting Decoration** | | | | |
| **53.1** | **Fixing Electrically powered & removing of serial set of 50 LED in each set for one day** | **1Set** | **24.53** | **4.42** | **28.95** |
| **53.2** | **Fixing Electrically powered & removing of Running set of 50 LED in each set for one day** | **1Set** | **107.04** | **19.27** | **126.31** |
| **53.3** | **Fixing Electrically powered & removing of 100/200 W LED Lamp white & color for one day** | **1 No** | **176.17** | **31.71** | **207.88** |



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## C. Other Terms & Conditions:

1. **SERVICE PROVIDER RESPONSIBILITY:** Service provider shall provide everything necessary for the proper execution of the contract as per scope of work mentioned in Section VII.
2. **Supervision**: The Contractor or his supervisor should be present at the work spot. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor and shall confine to all the labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
3. **Materials:** BRBNMPL shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect.
4. **Quantum of work**: The total estimated value of the Rate Contract is up to ₹15 Lakhs per year. Quantities mentioned in the schedule of items are as per the prevailing condition & requirement and may vary during the execution of work. The estimated value is indicative only, and there is no guaranteed minimum commitment or minimum quantum of work. Any such variance will be accounted and paid as per the quoted rates against individual Work Orders.
5. **Additional Work order:** BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates, if required.
6. **Performance Evaluation:** A Confidential Performance Evaluation of the overall performance shall be done by the dealing official(s) on periodical basis and continuation of the contract shall be primarily depending upon contractor's performance. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated without any notice and will be blacklisted. However, the contract can be terminated at any time at the discretion of BRBNMPL with one month notice.
7. **Statutory requirements:** The Contactor should comply with all statutory provisions as applicable. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractor has to provide all statutory welfare measures for their workers. The Labourers to be engaged/ deployed should not be less than 18 year of age as per the provisions of Factories Act 1948. They should be in sound health.

   The Contactor should comply with all statutory provisions such as Minimum Wages Act 1948, ESI Act 1948, EPF & MP Act 1952, Factories Act 1948, Karnataka Factories Rule 1969, Employee's Compensation Act 1923, Contract Labour (R & A) Act 1971, Payment of wages Act 1936, Industrial Dispute Act, Payment of Bonus Act, Employer's Liability Act, Sexual Harassment of Women at Work Place Act – 2013, etc., including any enactment made by the Governments or modification thereof or any other law/s relating thereto and rules framed there under from time to time. The labour engaged by the Contractor/Agency should be covered under ESI & PF code number. In-case out of ceiling limit of under ESI, they should be covered under Employees Workmen Compensation Act.
8. **Safety & Security 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 etc. shall be provided by the contractor at his own cost to all his workers at site. The Contractor shall impose such requirements on all subcontractors also. 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.
   c) Any untoward incident arising due to inadequate safety measures and/or improper supervision will be the sole responsibility of the contractor.



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d) BRBNMPL is a security organization and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes.

e) While applying for pass, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format as given below.

f) Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.

9. **Cleanliness:** Contractor is required to ensure complete cleanliness inside and surrounding area at the site. Debris generated during the day's work should be disposed off immediately.
10. **Electricity & water:** Necessary source of electricity & water required for works will be taken from the available nearby source. In-case the same is not available it should be arranged by the contractor.
11. **Accommodation:** No accommodation will be provided; Contractor has to make his own arrangements.
12. **Sub-Contract:** The contractor shall not sub-contract the work to any sub-contractor.
13. **Secrecy:**
    a) The Successful bidder shall not reveal any information or facts about the Company that they come across during their operations, to the outsiders. Divulgence of any information to any outside party shall be viewed seriously and in that event BRBNMPL will be free to terminate your service.
    b) BRBNMPL shall be entitled to prevent a breach of the above and to damages in case of breach.

14. **Prevention of Sexual Harassment of Women at workplace:**

a. The Service Provider / Contractor shall be solely responsible for full compliance with the provision of "the Sexual Harassment of Women at Work place (Prevention, Prohibition and Redressal) Act, 2013".
b. In case of any complaint of Sexual harassment against its employee/s within the premises of BRBNMPL, the complaint will be filed before the Internal Complaints Committee constituted by the Service Provider / Contractor and they shall ensure appropriate action under the said Act in respect of the complaint.
c. Any complaint of sexual harassment from any aggrieved employee of the Service Provider / Contractor against any employee/s of the BRBNMPL shall be taken cognizance of by the Internal Complaints Committee constituted by BRBNMPL, Bengaluru Mysuru.
d. The Service Provider / Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Service Provider / Contractor, if sexual harassment / violence by the employee of the Service Provider / Contractor is proved.
e. The Service Provider / Contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

15. **Instructions to be observed by supplies in preparing Bills:**

a. The bills should be prepared in ink or duly typed and submitted in duplicate marked


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"Original" or "Duplicate" on the respective foils. The rates should be shown both in words and figures. Bills either prepared or signed by pencil will not be accepted.

b. The nomenclature of the material supplied shown in the bills should be strictly in accordance with the description given in the purchase order and as per the quotations submitted by the supplier. In case if there is any deviation between quotation and purchase order on name, nomenclature, description, specifications etc, the supplier must obtain prior clarification before supply otherwise BRBNMPL shall not be responsible for rejection of the material.

c. Consignees name and other reference should be given on the bill as well as in all correspondence in connection therewith for facility of connecting the papers and arranging for early payment.

d. **Final Bill:** At the end of the contract period, the Contractor shall submit the Final bill along with "No claim certificate" and should hand over the site in tidy and clean condition to BRBNMPL. The final bill shall be submitted within a time frame of 2 months from the date of completion of the work.

16. **Arbitration:** If any dispute arises after the issue of NOA/LOI/Work Order and during the execution of the contract which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Senior General Manager of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Mysore. Further, disputes if any, that may arise at any point of time, shall be subject to Mysore jurisdiction only.

17. **Legal Jurisdiction:** The court of Mysore (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any Purchase orders placed by us.

18. **IMS Requirement**: BRBNMPL is an ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 organization. The contractor should strictly comply with all the IMS norms. Contractor has to follow all the Security, ISO procedures and rules of BRBNMPL.

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

# COMPLIANCE STATEMENT

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. | Requirements of BRBNMPL, Terms & conditions | Whether accepted by bidder | Remarks |
|---|---|---|---|
| 01 | **Scope of Work:**<br>The general character and the scope of the works shall be as illustrated and defined in the Specifications, Schedule of Quantities, and other Contract Documents. The defined scope of work shall be as set out under Special Conditions of Contract and the same are broadly described as below:<br>i. The defined scope encompasses day-to-day repair and maintenance electrical works in both the Township and Plant areas of BRBNMPL, Mysuru, to be carried out by placing individual Work Orders/Job Cards on an as-and-when-required basis.<br>ii. The work includes, but is not limited to, point wiring, underground cable laying, jointing, termination, and the repair, fixing, and replacement of electrical fittings (such as fans, geysers, switches, MCBs, DBs, and streetlights).<br>iii. The rate for the respective item(s) shall be for the complete finished work at all heights and locations, including necessary bye-works such as minor masonry, groove cutting, and plastering to restore the wall surface.<br>iv. The Contractor shall arrange all required materials (ISI marked), tools, tackles (Megger, clamp meters, crimping tools), labour, and transportation at their own cost.<br>v. All work must be executed strictly in accordance with the prevailing Indian Electricity (IE) Rules and standard safety practices.<br>vi. Special care must be taken to prevent dust nuisance and protect property from damage; the site must be cleared of all debris at the contractor's cost upon completion.<br>vii. Each job card shall be completed strictly within the time period specified in the respective work order.<br>viii. The Contractor shall arrange all the required materials, tools tackles, labour, transportation etc., at his own cost.<br>ix. The Contractor must follow all safety norms during his work & also take care of BRBNMPL property as per instructions.<br>x. The Contractor must clear the site at his own cost after completion of his work; otherwise BRBNMPL will deduct a suitable amount from their bills and get the job done separately.<br>xi. Time period:<br>a. Each work should be completed within time period as mentioned in the relevant individual Work Order/Job Card from the date of issue of respective order. The total time period as mentioned for the completion of the job is to be strictly maintained and is the essence of the order.<br>b. If the contractor fails to take up the work within a reasonable time | Yes | |



**Sign & Seal**

| | | | |
|---|---|---|---|
| | or refuses to accept the work order or leave the job incomplete, BRBNMPL reserves the right to forfeit the security deposit as applicable, *inter alia* non-issuance of enquiries soliciting quotations from the party in future & blacklisting of the Contractor.<br>c. The technical specifications shall be mentioned while placing work order for the individual works. Work orders shall be placed on as and when required basis as per the requirement. | | |
| 02 | We shall comply to the List of Materials of Brand/Model and/or Manufacture as mentioned in Scope of Work (Section-VII). | Yes | |
| 03 | We shall comply to the TECHNICAL SPECIFICATIONS AND SCOPE OF WORK as mentioned in Schedule of Items (Section-VII). | Yes | |
| 04 | Tenure as mentioned in Section-V | Yes | |
| 05 | EMD as mentioned in Section-III | Yes | |
| 06 | Payment terms as mentioned in Section-V | Yes | |
| 07 | Liquidated Damage as mentioned in Section-V | Yes | |
| 08 | Performance Security as mentioned in Section-V | Yes | |
| 09 | Tender terms & conditions: We have gone through entire tender document thoroughly including GIT (Section II – General Instructions to Tenderer), GCC (Section IV – General Conditions of Contract), SIT & SCC and confirm that we don't have counter conditions. We also understand that offer with counter conditions is liable for rejection. | Yes | |
| 10 | Local Content % Declaration and Location Details at which local addition made - As per Annexure -1 & Section VI | | |
| 11 | Termination of contract by BRBNMPL - As per guidelines for applying Tender and as per section –V | | |
| 12 | Service Providers responsibility - As per guidelines for applying Tender and as per section –V, VI, VII | | |
| 13 | Validity of offer – 120 days from the date of opening of tender | Yes | |
| 14 | Relaxations, exemptions and other conditions for Central Purchase Organization (CPO), Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups; Public Procurement (Preference to Make India) Order 2017 | Yes | |
| 15 | No. of pages | | |

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.

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

## Section VIII: Quality Control Requirements

1. The service and cleaning material provided under this contract shall be of good quality and workmanship is strictly as per specifications & standards mentioned in schedule of items of Section VII.
2. Any items and work found to be defective or sub-standard will be rejected.
3. Any defect in quality of workmanship shall be corrected or re-worked to the satisfaction of BRBNMPL.

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

## Section IX: Qualification/ Eligibility Criteria

**I. Experience and Past Performance:**

Contractor shall have Class-I Electrical License and experience in successfully completed similar works during last seven years ending 31/03/2026, shall be either of the following:

Three similar completed works costing not less than the amount equal to 6 lakhs.

Or

Two similar completed works costing not less than the amount equal to 7.5 lakhs.

Or

One similar completed work costing not less than the amount equal to 12 lakhs.

**Similar works means Rate Contracts of electrical works, or Works related to Electrical Installation or operation & Maintenance of Electrical System involving Domestic wiring, Supply and fixing electrical fittings, Laying of cables and related electrical repair work etc. *Sub Contracted works will not be considered.***

**Note for I**: Photo copies of **Work Orders executed by the firm along with the Work Completion Certificate issued by the customers to that effect** for the above qualifying criteria should be submitted along with your offer. All experience, past performance and capacity / capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified by BRBNMPL from the parties for whom work has been done**.**

***Note: This tender falls under category of Works Contract; so, as Work Contracts are excluded from the purview of Public Procurement Policy for MSEs Order 2012, Relaxation of norms with respect to Prior Experience to MSE's shall not be applicable.***

**II. Financial criteria:**

a) **Average Annual Turnover:** Average Annual turnover of the bidder during last three financial years ending **31/03/2025** should be more than **Rs. 4.5 Lakhs**

b) **Net worth:** The net worth of the firm should **not** be negative as on **31/03/2025** and also should not have eroded by more than 30% year-on-year basis in the last 3 financial years ending **31/03/2025**.

**Note:** For the purpose of financial analysis of **Turnover and Net worth,** submission of audited books of accounts bearing valid UDIN is required for firms whose sales, turnover or gross receipts is more than Rs. 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 Rs. 1 crore for tax audit is increased to Rs. 10 crore with effect from AY 2021-22 (FY 2020-21).

Firms whose sales, turnover or gross receipts is less than ₹1 crore, submission of audited books of accounts is not necessary. However, they have to submit the following documents along with the bid in order to ensure the eligibility of the bidder against the financial standing criteria: -

- The bidders may submit a statement of their turnover and net worth (as enclosed in Annexure-6: Statement of Financial Standing certified by CA bearing a valid UDIN, or
- The bidders may submit a self-certified statement of their turnover and net worth along with IT returns and ITR acknowledgement.

Where financial standing of the bidder company is not strong enough to meet its obligations under the tender and it has taken support from its holding company for participating in the tender, the Holding Company shall give its support by way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents providing such ownership.

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.

**However, the bidder is required to qualify in all other criteria like prior experience, past performance and capacity/capability as specified in the tender**.

Bidders shall submit the formats of Performance Bank Guarantee issued on behalf of holding company and undertaking to provide financial support which are to be obtained from the **Holding/ parent Company** are enclosed as **Annexure -10 & Annexure -11**.

***Note: This tender falls under category of Works Contract; so, as Work Contracts are excluded from the purview of Public Procurement Policy for MSEs Order 2012, Relaxation of norms with respect to Prior Turnover to MSE's shall not be applicable.***

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

**IV. Other requirements:**

**a)** The contractor should have valid PAN, GST registration copies, UDYAM Registration copy in case of MSEs and the same to be submitted.
**b)** PF & ESI and/or Workman Compensation Policy/ Declaration **on letter head**.
**c)** Bidders are required to submit copy of **"Class-I Electrical License" and State/Central Establishment Certificate.**
**d)** Filled in Section VI: List of Requirement.
**e)** Filled in Section VII: Compliance statement.
**f)** Filled in Section X: Tender Form (Covering Letter) on letter head.
**g)** Filled in Section XII: Bidder Information.
**h)** Filled in Section XVIII: Eligibility Declaration.
**i)** Undertaking on Restrictions on Public Procurement from countries sharing a land border with India as per **Annexure-2.**
**j)** EMD and/or "**Bid Security Declaration**" as per **Annexure-3 on letter head.**
**k)** "**Performance Statement**" as per **Annexure-5.**
**l)** "**Statement of Financial Standing**" as per **Annexure-6.**
**m)** "**NEFT Mandate form**" as per **Annexure-7** or NEFT details with copy of cancelled cheque. [existing vendors can submit the Xerox copy of earlier submitted document which shall include the signature of bank authorities].
**n)** "**Terms and Conditions - Compliance**" as per **Annexure-8 on letter head.**
**o)** "**Check List for Bidders**" as per **Annexure-9.**
**p)** An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT.
**q)** **All the pages of the tender should be signed and seal should be affixed for accepting the terms and conditions**.

**Note: Bidder to furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.**

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

(Authorised Signatory of the bidder firm with date) (Seal)



**Sign & Seal**

## 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
The Senior General Manager,
Bharatiya Reserve Bank Note Mudran Private Limited
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar,
Mysuru – 570 003.

Ref: Your Tender Document No. 036/MYS/MMD/2026-27 dated 04/11/2026 for **ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU** [MSTC Event No.: BRBNMPL/Mysuru Press/MMD/37/26-27/ET/70]

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

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

**1. Our Credentials**

We are submitting this bid: -

☐ on our behalf, and there are no authorized representatives involved in this tender

Or

☐ as authorized representative offering goods manufactured by our Principal / OEM (Manufacturer's Authorization Form enclosed)

Or

☐ as authorized dealer/distributor/stockists offering goods manufactured by our Principal / OEM (Dealership certificate enclosed)

**2. Our Eligibility and Qualifications to participate**

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

**3. Our Bid to supply Goods/Services**

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



**Sign & Seal**

**4. Prices**

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

(v) based on terms of delivery and delivery schedule confirmed by us; and

(vi) 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

(vii) 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

(viii) 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.

(ix) 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 realize 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.



**Sign & Seal**

We are fully aware that in the event of our failure to deposit the required security amount and/or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**10. Signatories**

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

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

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

……..
(Signature with date)

……..
(Name and designation)

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

[Name & address of Bidder and seal of company]

## Section XI: Price Schedule

**Proforma of Price Bid for "Annual Rate Contract for Electrical Works at BRBNMPL, Mysuru".**

From:

_____

To,

**The Senior General Manager**
Bharatiya Reserve Bank Note Mudran Pvt. Ltd.
Note Mudran Nagar, Mysuru – 570003

**To be filled Online in MSTC Portal**

Dear Sir,

**SUB:** Price Bid for "Annual Rate Contract for Electrical Works at BRBNMPL, Mysuru".

**REF:** Your e-Tender Enquiry No: 036/MYS/MMD/2026-27 Dated. 04/11/2026

We have received your tender enquiry cited and we are pleased to submit the following as our price bid for your kind consideration.

| Sl. No. | Work Description | Percentage below (-) / at par / above (+) of the estimated rates mentioned in Section VII | |
|---|---|---|---|
| | | below (-) / at par / above (+) | In Figures (up to 2 decimal places) |
| | | (A) | (B) |
| 1 | Rate Contract for Electrical works for SCHEDULE OF ITEMS mentioned at Section VII, Sl No. B | To be filled ONLINE in MSTC PORTAL | |

**Special Note:**

i. **To quote Below: If the bidder wishes to quote below the estimated rates mentioned in Section VII, enter "Below (-)" in column (A).**
ii. **To quote at par: If the bidder wishes to quote the rates at par with estimated rates mentioned in Section VII, enter '0' in both Column (A) & Column (B).**
iii. **To quote Above: If the bidder wishes to quote above the estimated rates mentioned in Section VII, enter "Above (+)" in column (A).**
iv. **Bidder has to enter the rate of percentage in numerical form up to 2 decimal places (without any signs or symbols) in Column (B). (Example: 1.23 / 2.00 / 0.00)**
v. **Only one of the options namely "Below(-)", "0"(at par), "Above(+)", shall be considered for evaluation. Any deviation or incorrect entry may liable for rejection.**



**Sign & Seal**

**NOTE:**

1. **Tender Enquiry will be on the basis of Lowest percentage (%) quoted from eligible bidders**.
2. ***Note: This tender falls under category of Works Contract; so, as Work Contracts are excluded from the purview of Public Procurement Policy for MSEs Order 2012, Relaxation of norms with respect to Prior Experience & Prior turnover to MSE's shall not be applicable.***
3. Quoted Rate will be valid for a period of Three (03) years or till the completion of the contract.
4. The percentage quoted should be quoted exactly as per the format given above. Multiple rates for single item, would lead to rejection of offer.
5. The percentage quoted with counter condition(s) shall be liable for rejection. Bidders are required to quote the percentage within 2 Decimal Place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.
6. We confirm that, the percentage quoted will be valid till the completion of entire quantity and also confirm that, the rates quoted is inclusive of all i.e. GST, materials, labour, transportation, insurance, loading/ unloading, contractors' profit or any other charges as applicable. Th quoted rates will remain firm & binding, no escalation on above on any account shall be admissible during the total tenure of ARC (i.e. 03 years from the date of issue of NOA/LOI) except for changes in statutory payments, for which documentary proof should be attached for claiming escalation, if any.
7. We confirm that we will abide by all the tender terms & conditions of tender, scope of work and we do not have any counter conditions. We hereby undertake to sign on all the pages of the Price Bid.
8. We confirm that we will comply with all safety, security and statutory compliance and produce proof of the same as and when asked for.
9. The percentage quoted for offered item/s in any place other than Price - Bid (PART-II) are liable for rejection of bid.

Thanking you,

Yours faithfully,

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

## 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/Ltd. 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, it is mandatory at the time of placement of Contract) | |
| f | Place of Registration/Principal place of business/manufacture | |
| g | Complete Postal Address: | |
| h | Pin code/ZIP code: | |
| i | Telephone Nos. (with country/area codes): | |
| j | Fax No. (with country/area codes): | |
| k | Cell phone Nos. (with country/area codes): | |
| l | Contact persons/Designation: | |
| m | Email IDs: | |

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

| **2** | **Taxation Details:** | |
|---|---|---|
| a | PAN number: | |
| b | Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): | |
| c | GSTIN (in Consignor and Consignee States): | |
| d | Registered / Certified Works / Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: | |



**Sign & Seal**

| | | |
|---|---|---|
| e | Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): | |

We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted.

**Documents to be submitted: Self-attested Copies of PAN Card and GSTIN Registration**

| | | |
|---|---|---|
| **3** | **Authorization of Person(s) signing the bid on behalf of the Bidder** | |
| a | Full Name: | |
| b | Designation: | |
| c | Signing as:<br>□ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,<br>□ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,<br>□ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.<br><br>***If asked, documents to be submitted: Registration Certificate / Memorandum of Association / Partnership Agreement / Power of Attorney / Board Resolution*** | |

| | | |
|---|---|---|
| **4** | **Bidder's Authorized Representative Information** | |
| a | Name: | |
| b | Address: | |
| c | Telephone/ Mobile Numbers: | |
| d | Email Address: | |

……

(Authorized Signatory of the bidder firm with date)

Name of Authorized signatory: . . . . . .

Designation: . . . . . .. Seal

## SECTION XV: MODEL FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

(i) 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.

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

(iii) 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.

(iv) 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.

(v) 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



**Sign & Seal**

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.

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

(vii) 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.

(viii) Notwithstanding anything contained herein:

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

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

3. 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);

4. **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)

**Note:**

**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.**



**Sign & Seal**

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

……

(Address of BRBNMPL's office issuing the contract)

Contract No. ..... dated …….

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

1. Name & address of the Supplier: ……

2. BRBNMPL's Tender document No. …….. dated …….. and subsequent Amendment No. …….. dated ……. (if any), issued by BRBNMPL.

3. Supplier's Tender No. …….. dated …… and subsequent communication(s) No…… dated …….. (If any), exchanged between the supplier and BRBNMPL in connection with this tender

4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

i. General Conditions of Contract;

ii. Special Conditions of Contract;

iii. List of Requirements;

iv. Technical Specifications;

v. Quality Control Requirements;

vi. Tender Form furnished by the supplier;

vii. Price Schedule(s) furnished by the supplier in its tender;

viii. Manufacturers' Authorisation Form (if applicable for this tender);

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

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



**Sign & Seal**

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

Total value (in figure) ……. (In words) ……..

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control (a) Mode(s), stage(s) and place(s) of conducting inspections and tests. (b) Designation and address of BRBNMPL's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority ……

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

For and on behalf of …….. Received and accepted this contract

……

(Signature, name and address of the supplier's executive duly

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

……

(Address of BRBNMPL's office issuing the contract)

Contract No. ..... dated …….

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

1. Name & address of the Supplier: …….....

2. BRBNMPL's Tender document No. …….. dated …….. and subsequent Amendment No. …….. dated ……. (if any), issued by BRBNMPL.

3. Supplier's Tender No. …….. dated …… and subsequent communication(s) No…… dated ……..... (If any), exchanged between the supplier and BRBNMPL in connection with this tender

4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

i. General Conditions of Contract;

ii. Special Conditions of Contract;

iii. List of Requirements;

iv. Technical Specifications;

v. Quality Control Requirements;

vi. Tender Form furnished by the supplier;

vii. Price Schedule(s) furnished by the supplier in its tender;

viii. Manufacturers' Authorisation Form (if applicable for this tender);

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

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



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

Total value (in figure) ……. (In words) ……..

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control (a) Mode(s), stage(s) and place(s) of conducting inspections and tests. (b) Designation and address of BRBNMPL's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority ……

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

For and on behalf of …….. Received and accepted this contract

……

(Signature, name and address of the supplier's executive duly

## SECTION XVIII: ELIGIBILITY DECLARATIONS

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

Bidder's Name_____
[Address and Contact Details]

Bidder's Reference No._____ Date _____

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

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

1. **Legal Entity of Bidder:** …….

2. **OEM/Authorized representative/Dealership Status:** ……
3. We are,

- ☐ a Joint Venture
- ☐ not a Joint Venture

4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- ☐ are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

(including our Contractors/subcontractors for any part of the contract):

- ☐ Do not stand declared ineligible/blacklisted/banned/debarred by BRBNMPL or its subsidiaries or by any Ministry/Department of GoI from participating in its Tender Processes or by any Government Agency anywhere in the world, for participating in their tenders, under that country's laws or official regulations; and/or
- ☐ Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible / suspended / blacklisted / banned / debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- ☐ Do not have any association (as bidder / partner / Director / employee in any capacity) with such retired officials or near relations of such officials of BRBNMPL.
- ☐ We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.



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

We certify as under:
"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

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

6. **MSMEs Status**
Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:
a) We are a,

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

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

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

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

- ☐ Udyam Registration No. …….

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

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

7. **Start-up Status**
We confirm that as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT, we are



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☐ a Start-up

☐ not a Start-up

8. **Make in India Status**

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

a) **Self-Certification for category of supplier:**

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

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

| | |
|---|---|
| Local content %age | |
| Location(s) of value addition | |

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

☐ Class-I Local Supplier

☐ Class-II Local Supplier

☐ Non-Local Supplier

b) We also declare that

☐ There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for the offered Goods, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

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

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

……
Name & Designation



**Sign & Seal**

## ANNEXURE 1: EXPLANATORY NOTE ON MAKE IN INDIA ORDER 2017; MSE'S ORDER 2012 AND START-UPS

(Refer Para 2.7.1 And 2.7.2)

**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**

a. Domestic Products shall be goods and/or services (including design and engineering), produced by companies, investing and producing in India.
b. Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.
c. 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.
d. 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.
e. 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.
f. '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.
g. 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.



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- '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**

h. 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.
i. 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.
j. 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.
k. 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.
l. 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.
m. 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.

**Procedure for purchase preference**

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: -

n. 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%.
o. The successful bidder shall be obliged to fulfil the requirements of quality and delivery time in accordance with provisions of the purchase order/contract.



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p. BRBNMPL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

q. Procedure for granting purchase preference to Class-I local suppliers under various scenarios is given in Annex-I.

**Verification of local content**

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

**Class-I local supplier**

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

**Class-II local supplier**

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

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

_____

_____

s. In case of procurement for a value in excess of ₹10 crores, above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies), on the letterhead of such Statutory Auditor etc.

**Class-I local supplier**

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

**Class-II local supplier**

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

Note:

t. 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.

u. In case manufacturer/service provider himself is bidding then the certificate shall be submitted by the Statutory Auditors etc. of the manufacturer/service provider.

v. 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.

w. 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.

x. 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.

y. 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 _____%."*

z. The prescribed local content in the Make in India Policy shall be applicable on the date of Notice Inviting Tender (NIT).



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aa. 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.

bb. 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.

cc. 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**

dd. 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.

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

ff. The criteria for the determination of the local content cost shall be as follows: -

- In the case of direct component (material), based on country of origin;
- In the case of manpower based on INR component;

gg. 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**

hh. 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.

ii. 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.

jj. 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.

a) The criteria for determination of cost of local content in the services shall be as follows:

- In the case of material being used to help the provision of service, based on country of origin;
- In the case of manpower and consultant based in INR component of the services contract;
- In the case of working equipment/facility, based on country of origin; and



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- 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**

a) 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.
b) 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.
c) Local content of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
d) 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.
e) 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**

f) 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.
g) 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.
**h)** 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.
**i)** 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'**

- 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.
- 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.

**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



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- 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

b) 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
- 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



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- 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

**Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012**
**CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**



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1. The definition for Micro & Small Enterprise shall be as per the guidelines issued by Ministry of MSME vide Gazette Notification No. 1702(E) dated 01.06.2020 and 2119(E) dated 26.06.2020 which came into effect from 01.07.2020.
2. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
    1. District Industries Centers (DIC)
    2. Khadi and Village Industries Commission (KVIC)
    3. Khadi and Village Industries Board
    4. Coir Board
    5. National Small Industries Corporation (NSIC)
    6. Directorate of Handicraft and Handloom
    7. Any other body specified by Ministry of MSME (MoMSME)
    8. Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
    9. Udyam Registration Portal
3. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarised copy of the DIC certificate.
4. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
5. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted*.
6. To be classified as Micro or Small Enterprises as per new definition, the companies need to register themselves on “Udyam Registration Portal” on or after 01.07.2020. This provision is for new establishments as well as for existing MSEs registered with NSIC, UAM etc.
7. As per the new notification by the Government of India, every business unit registered under MSME / Udyog Aadhaar shall be treated as a valid MSME up to **30th June 2022** beyond which they need to be registered on Udyam Registration Portal to enjoy the MSME Benefits.
8. The provisions of this policy shall apply to all procurements of goods and services. **Work contracts are excluded from the purview of this policy.**
9. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
10. **MSE must be a Manufacturer/Service provider:** The MSE bidder must be a Manufacturer capable of manufacturing the tendered items / Service provider capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012.



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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 Split | L1 | Full order on MSE |
| | Not L1 but within L1+15% | At least 25% order on MSE subject to matching L1 price |
| Cannot be split | L1 | Full order on MSE |
| | Not L1 but within L1+15% | Full Order on MSE subject to matching L1 price |



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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.

**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.
- 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.
- The Nature of Business mentioned in application made to get Start-up accreditation should be

related to the tendered item.

- 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 Security Declaration.
- Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
- However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc. wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GoI guidelines.
- 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.
- Definition of Start-up Enterprises

a. As defined by DPIIT, an entity shall be considered as a 'Start-up':

i. Upto 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

- Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded ₹100 (one hundred) crore, and
- 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'.

**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-I local supplier" |
| Supplier is not MSE but is Class-I local supplier | "Non-MSE but Class-I local supplier" |
| Supplier is neither MSE nor Class-I local | "Non-MSE non-Class-I local supplier" |



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2. The applicability of PPP-MSE Order and PPP-Mll Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-Mll Order respectively, shall be as under:

(i) *Items covered under Para 3(a) of PPP- Mll Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class- I local suppliers are eligible to bid irrespective of purchase value. Hence, Class- Il 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:

a) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
b) 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

*(ii) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non- MSEs are not eligible to bid for these items. Possible scenarios can be as under:

a) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
b) L-1 is "MSE non-Class-I 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

*(iii) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

**1.** 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:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-Mll Order. Balance quantity is to be awarded to L-1 bidder

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-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)

2. 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:

i. L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1
ii. L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does

not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on

iii. If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

i. 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

ii. L-1 is "Non-MSE non-Class-l local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-Mll Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1

d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non- MSEs/Class-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

**Example explaining applicability in scenario explained in para 4 c (a)(iv)**
(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-l 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 | B | 110 | L2 | "Non-MSE but Class-I local supplier" |
| 3 | C | 112 | L3 | "MSE but non- Class-I local supplier" |
| 4 | D | 115 | L4 | "Non-MSE but Class-I local supplier" |
| 5 | E | 118 | L5 | "MSE but non- Class-I local supplier" |
| 6 | F | 120 | L6 | "MSE Class-I local supplier" |

A. 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.

B. 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.

**C.** 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 2: Restrictions on Public Procurement from countries sharing land border with India

1. Any bidder from a country which shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries'), will be eligible to bid in any procurement whether of Goods, Services (including Consultancy Services and Non-Consultancy Services) or Works (including Turnkey Projects) only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) Bidders shall enclose the certificate in this regard in Section XVIII – Eligibility Declarations.
2. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.
3. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, bidders shall enclose the certificate in this regard in Section XVIII – eligibility declarations.
4. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
5. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
6. "Tender" will include other forms of procurement, except where the context requires otherwise.
7. "Bidder from a country which shares a land border with India" means: -
    a. An entity incorporated, established or registered in such a country; or
    b. A subsidiary of an entity incorporated, established or registered in such a country; or
    c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    d. An entity whose *beneficial owner* is situated in such a country; or
    e. An Indian (or other) agent of such an entity; or
    f. A natural person who is a citizen of such a country; or
    g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
8. The *beneficial owner* for the purpose of 4 above will be as under:
    1. 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


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person, has a controlling ownership interest or who exercises control through other means. Explanation—

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

ii. "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;

2. 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;

3. 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;

4. 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;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

9. An “Agent” is a person employed to do any act for another, or to represent another in dealings with third person.

10. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 4 above.

11. The Registration shall be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

**Model Certificate for Tenders**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered*

*with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**Model Certificate in cases of specified ToT**

*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 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.*

## Annexure 3: Bid Security Declaration

**(To be submitted on Company Letter-head)**

Date:

To
The Senior General Manager,
BRBNMPL,
Note Mudran Nagar,
Mysuru-570 003.

Ref: Your Tender Document No. 036/MYS/MMD/2026-27 dated 04/11/2026 for **ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU** [MSTC Event No.: BRBNMPL/Mysuru Press/MMD/37/26-27/ET/70]

Sir/Madam,

We, the undersigned, solemnly declare that:
We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.
We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BRBNMPL for 1 year from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1. withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
   a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
   b. Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

i. receipt by us of your notification
   a. of cancellation of the entire tender process or rejection of all bids or
   b. of the name of the successful bidder or
ii. forty-five days after the expiration of the bid validity or any extension to it.

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

……
Name & Designation



**Sign & Seal**

# Annexure 5: Performance Statement

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

*Bidders should Fill up this Form their past performance highlighting their qualification to supply relevant Goods/Services. 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.*

To
The Senior General Manager,
BRBNMPL,
Note Mudran Nagar,
Mysuru-570 003.

**Ref:** Open e-Tender Enquiry No. 036/MYS/MMD/2026-27 dated 04/11/2026 [MSTC Event No.: BRBNMPL/Mysuru Press/MMD/37/26-27/ET/70] for ANNUAL RATE CONTRACT FOR ELECTRICAL WORKS AT BRBNMPL, MYSURU

| Sl. No | Description of Item Supplied | Location of Work | Client Address and contact details including email | P.O./ 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 with date)

……..
(Name and designation)

Duly authorized to sign bid for and on behalf of……..



**Sign & Seal**

# Annexure 6: Statement of Financial Standing

i. 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).

2. 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 following format bearing a valid UDIN along with the bid in order to ensure the compliance of the bidder against the financial standing criteria.
3. 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.

**Name of the Bidder:**

| Sl. No. | Financial Year | Annual Turnover | Net worth | Remarks |
|---|---|---|---|---|
| **1** | **2022-23** | | | |
| **2** | **2023-24** | | | |
| **3** | **2024-25** | | | |

……..
Signature of Certified Accountant

Name:

Name of Firm:

Reg. No of Firm:

Membership No:

UDIN No.:

Place:

Date:



**Sign & Seal**

# Annexure 7: NEFT Mandate Form

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

| | | | |
|---|---|---|---|
| 1 | Investor / Customer's Name | | |
| 2 | Particulars of Bank account | | |
| | A | Name of the Bank | |
| | B | Name of the branch | |
| | | Address | |
| | | Telephone No | |
| | | Whether Bank branch is NEFT enabled | |
| | C | Code number of the bank and branch appearing on the MICR Cheque issued by the bank | |
| | D | Type of the account (SB, Current or Cash Credit) | |
| | E | Ledger and Ledger Folio number | |
| | F | **Account number** (as appearing on the Cheque book) | |
| | G | **RTGS / IFSC Code No.** | |
| 3 | Date of effect | | |

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

(……)
Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(……)

Signature of the authorized official of the Bank



**Sign & Seal**

# Annexure 8: 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
[Complete address of BRBNMPL]

Ref: Tender Enquiry No. _____; Date: _____

Sir/Madam,

We have gone through entire tender document thoroughly including Section-I (NIT), Section-II (GIT), Section-III (SIT), Section-IV (GCC), Section-V (SCC) and Annexures – 1 & 2. We confirm that we shall comply with, abide by, and accept without variation, deviation, or reservation, all terms and conditions of the Tender Document and we have no counter-conditions.

(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]



**Sign & Seal**

# Annexure 9: Check-List for Bidders

(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 | Documents submitted, duly filled, signed | Yes / No / NA |
|---|---|---|
| 1 | Section X - Tender Form **(to serve as covering letter** and declarations applicable for both the Techno-commercial bid and Financial bid) | |
| 2 | Section XII - Bidder Information along with Power of attorney and Registration Certificates etc. | |
| (a) | Self-attested copy of Registration certificates etc. of the firm, if asked | |
| (b) | Self-attested copy of PAN | |
| (c) | Self-attested copy of GSTIN registration(s) | |
| (d) | Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid, if asked | |
| 3 | Section XVIII - Eligibility Declarations, along with supporting documents | |
| (a) | Self-attested copy of Registration certificate for bidders / subcontractors from restricted neighbouring countries | |
| (b) | Self-attested copy of MSME registration | |
| (c) | Self-attested copy of Start-up registration / status | |
| (d) | Self-attested copy of the certificate of Local Supplier status for Make in India policy, from auditors / cost accountant in case of Tenders above ₹10 Crore | |
| 4 | Section XIV - OEM's Authorization Form duly filled up (if applicable to Bidder concerned) | |
| (a) | Self-attested copy of Registration certificates etc. of the OEM/principal | |
| (b) | Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Section XIV of OEM / Principal, if asked | |
| 5 | Section VI - List of Requirements - Compliance | |
| 6 | Section VII – Scope of Work & Technical Specifications - Compliance | |
| (a) | Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder | |



**Sign & Seal**

| | | |
|---|---|---|
| 7 | Conformity with capability criteria | |
| (a) | Documents attached supporting conformance to capability criteria | |
| 8 | Performance Statement | |
| (a) | Documents / contracts supporting the performance Statement | |
| 9 | Statement of Financial Standing (as applicable) | |
| (a) | Audited Balance Sheet and Profit & Loss Statement | |
| 10 | Terms and Conditions – Compliance **(in e-Procurements)** | |
| (a) | (a) Documents, if any, at the option of Bidder | |
| 11 | This Checklist | |
| 12 | Proof of submission of EMD | |
| 13 | Financial Bid in MSTC portal | |
| 14 | Any other requirements, if stipulated in the tender; or if considered relevant by the Bidder | |

……..
(Signature with date)

……..
(Name and designation)

Duly authorized to sign bid for and on behalf of…….



**Sign & Seal**

**Annexure - 10**

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

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

Name and Address of the Beneficiary:
Bharatiya Reserve Bank Note Mudran Private Limited,
Note Mudran Nagar,
Mysuru - 570003

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

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

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

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

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



**Sign & Seal**

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

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

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

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

Signature of the authorized officer of the Bank
_____ (Name)

_____ (Designation)

Seal and Address of the Bank



**Sign & Seal**

**Annexure - 11**

***ON THE LETTER HEAD OF THE HOLDING COMPANY***

Ref. :-_____

Date:_____

To,
Bharatiya Reserve Bank Note Mudran Private Limited,
Note Mudran Nagar,
Mysuru - 570003

Dear Sir,

***Undertaking to provide financial support to our wholly owned subsidiary***

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

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

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

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

_____ (Name)

_____ (Designation)

***Enclosures***: -

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

Signature Not Verified
Digitally signed by SANJOY HALDER
Date: 2026.11.04 11:11:42 IST
Reason: Secure Document
Location: India


Sign & Seal